



Town of Camp Verde, Arizona

NOTICE OF FORMAL SOLICITATION

SOLICITATION TYPE:

REQUEST FOR QUOTATION

SERVICES SOUGHT:

Professional Engineering Design Services of a Sewer Collection System Expansion Master Plan & Highway Construction Sleeve Location Plan along the Highway 260 Corridor from Interstate 17 northwest to mile marker 213.8+/-.

SOLICITATION INVITATION NO:

15-109

RESPONSE DUE DATE AND TIME:

March 9th, 2015 at 9:00 am local Arizona time

LOCATION:

Town of Camp Verde

Public Works Department

395 S. Main Street

Camp Verde, Arizona 86322

Notice is hereby given that the Town of Camp Verde (Town) is requesting quotations for professional engineering design services of a Sewer Collection System Expansion Master Plan and Highway Construction Sleeve Location Plan along the Highway 260 corridor from Interstate 17 northwest to mile marker 213.8+/- . The desired professional services will follow the Scope of Services enclosed in this Request. Each firm shall submit a not to exceed quote for performing the Scope of Services. Each firm shall also submit a maximum 2-page Statement of Experience with Similar Projects. Compensation shall be in accordance with the Town of Camp Verde Financial Operations Guide. The chosen quotation will go to Camp Verde Town Council for approval on March 18th, 2015. Notice of Award will be given on March 19th, 2015. This request for quotation is being posted on both the Town of Camp Verde Web Site www.campverde.az.gov as well as the Public Purchase Web Site www.publicpurchase.com. Those wishing to quote shall sign up or register on the Public Purchase Web Site. Registration is free on the Public Purchase Home Page (enter Arizona as the "Region" and Camp Verde as the "Agency"). When selecting classification code for vendor or notification types enter Engineering Services.

Proposers are invited to review the information and to submit their Formal Not to Exceed Quotations in accordance with the criteria established within this Request for Quotation (RFQ).

Mandatory Pre-Quote Conference and Field Visit: A mandatory pre-quote conference and field visit will be given by the Town of Camp Verde Public Works Department on Thursday, February 19th, at 10:30 am in Room 206/207 located at 435 S Main St., Camp Verde, Arizona 86322. This will be a question and answer period for the Request for Quote and a field visit to the project area will be scheduled as part of this Pre-Quote Meeting. Those planning on submitting a quote **must** attend this mandatory meeting and field visit. Those who do not attend this Pre-Quote Meeting and field visit will not be allowed to quote this project.

Any and all questions regarding this quote request shall be submitted via the Public Purchase Web Site (only) for "Highway 260 Sewer Collection System Expansion Master Plan & Highway Construction Sleeve Location Plan" prior to Friday, March 5th, 2015 at 10:30 am Arizona Time. **Any oral questions or questions submitted after the aforementioned time will remain unanswered.**

Responses to this solicitation will be received by the Public Works Department, Town of Camp Verde, located at 395 S. Main Street, Camp Verde, Arizona 86322, until March 9th, 2015 at 9:00 am Arizona Time at which time they will be opened publicly in in Room 206/207 located at 435 S Main St., Camp Verde, Arizona 86322. Responses must be in the actual possession of the Public Works Department and stamped by a member of the Public Works staff on or prior to March 9th, 2015 at 9:00 am. Late responses or unsigned responses **will not** be accepted or considered under any circumstances.

Responses must be submitted in a sealed envelope or package and should be clearly identified as a response to the RFQ as “Highway 260 Sewer Collection System Expansion Master Plan & Highway Construction Sleeve Location Plan” and be clearly marked with the name and address of the Respondent and the solicitation number 15-109. All responses must be completed in ink or typewritten (corrections must be lined through and initialed, No white out). Additional instructions for preparing your responses are provided on the following pages.

The Town of Camp Verde reserves the right to reject any or all responses, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any response. All information regarding the content of the specific responses will remain confidential until an Agreement is finalized or all responses are rejected.

TABLE OF CONTENTS

| | <u>PAGE</u> |
|--|-------------|
| NOTICE OF FORMAL SOLICITATION/INSTRUCTIONS TO RESPONDENTS..... | 1 |
| TABLE OF CONTENTS | 2 |
| SCOPE OF PROFESSIONAL SERVICES (WORK) REQUESTED | 3 |
| SPECIAL TERMS AND CONDITIONS | 5 |
| ATTACHED PROFESSIONAL SERVICES AGREEMENT SAMPLE | 6 |

SCOPE OF PROFESSIONAL SERVICES (WORK) REQUESTED

1. INTRODUCTION

The State Route 260 corridor from Interstate 17 to Thousand Trails Road is to undergo a major rehabilitation into a completely divided four lane highway with 7 round-a-bout intersections. As part of this endeavor, the Town of Camp Verde is expanding sewer services along the portion of this corridor from Interstate 17 northwestward to mile post 213.8 more or less. This sewer collection system expansion shall be designed and constructed in a manner that it will adequately serve both sides of this portion of the Highway 260 corridor outward to the Town Limits at future build-out. The Town is in need of an accurate design document and report or “Sewer Master Plan” of the major collector and main branch lines within this sewer collection system expansion that will serve as a horizontal and vertical control plan for all future designs out to the last service line on the last lateral within this collection system expansion.

In addition to the Sewer Master Plan, the Town is requesting a Highway Construction Sleeve Location Plan. This plan will accurately locate a number of sleeves to be placed during the Highway 260 construction to allow future sewer line installation under new roadways in a manner that is accurate with the Sewer Master Plan both horizontally and vertically.

2. BACKGROUND:

A previous Wastewater Master Study was done that analyzed expansion of the sewer collection and treatment into this area. From that study, it was derived that the most economical and sensible approach to sewer service of the 260 corridor was to take the flows from this area to the existing treatment facility. The basis for this design shall therefore follow that the existing collection system shall be added to in order to provide for this new service area. At this time we are concerned that the proposed sewer mains and trunk lines be adequately sized and sloped to handle future “built-out” flows from all of the prospective outlying developable areas. Another requirement of the design shall be that the necessary number of lift stations be held to a minimum. This expansion to this sewer collection system will be built in phases as it is required for future development along this corridor, justifying the need for the sleeves to be placed accurately under the new highway construction at this time.

3. SCOPE OF REQUIRED PROFESSIONAL SERVICES:

The Town of Camp Verde is in need of a comprehensive and accurate Sewer Collection System Expansion Master Plan and Highway Construction Sleeve Location Plan along the Highway 260 corridor from Interstate 17 northwest to mile marker 213.8+/- . Development and completion of these plans shall include the following:

- Research the existing sewer collection system for corrections needed in order to accept new flows from proposed sewer collection line additions and strategically plan those corrections to the existing system required immediately and those corrections to the existing system that will be needed in the future as flows steadily increase.
- Determine sewage flows at build-out for design of the sewer collection system addition for the Project Area shown on the Project Boundary Map included with this Scope of Professional Services utilizing Character Area and Land Use Mapping and other relative information that will be provided by the Town of Camp Verde.

- Design the most affordable and common sense sewer collection system addition to serve the project area at build-out. Care should be taken to: Consider the ease of system operation; Limit the number of lift stations required and maximize gravity flow; design future collection lines within rights of way, existing easements, and in areas that utility easements will be easy to secure; Phase the main sewer collection lines in a manner that will allow the Town to build the collection system in an affordable annual budget step-by-step process; Correspond to the progress of the State Route 260 Highway roadway design so that appropriate sleeves may be placed under the new highway construction at the required locations and elevations to allow future sewer collection system construction; Correspond to the vertical and horizontal datum used in the State Route 260 Highway roadway design and the finish design highway location and grades to assure continuity with the roadway design during construction.
- Produce a 2-dimensional Sewer Collection System Master Plan including: Accurate topography for the project area including that topography used within the plans for the State Route 260 Highway Construction Plans; Accurate vertical annotation for all of the main sewer collection lines throughout the project area (laterals off of the main lines need not be designed, but mains should be located in such a manner to assure that future laterals will adequately slope toward main lines in all conditions) with special regards to the crossings at State Route 260 and the sleeves that will need to be accurately sized and placed horizontally and vertically during the highway construction in order to allow the future construction of sewer lines and/or force mains; All main sewer collection lines sized adequately for flow rate at build-out of the project area notated in plan for size, invert elevations, material, and slope; Manhole locations including all incoming and outgoing pipe sizes and inverts as well as rim elevations; Calculated flow rates at build-out shown at relative points, at lift station locations, and as separate and aggregate flow rates at all junction points; All required force main locations, sizing, material, and flow rates; Manner in which force mains are returned to gravity flow and into the existing gravity collection system; All proposed lift station sizes, locations, required land/easement areas, elevations, capacity in gallons within the recommended pumping cycles and reserve, and recommended pumping system and controls.
- Meet with Town of Camp Verde Public Works Department and Wastewater Division at key points just prior to submittals for design guidance, recommendations, value engineering, and corrections.
- Submittal of plans to the Town of Camp Verde Public Works Department at the appropriate 30%, 60%, 90%, and 100% completion stages for review and correction.

SPECIAL TERMS AND CONDITIONS

1. **Notice to Proceed:** A formal written Notice to Proceed will be given by the Town to the specific firm that is awarded this project. The Notice to proceed will give the date on which permission is given for the firm to commence the work on this project.
2. **Completion Time:** As was mentioned in the Scope of Professional Services, work completion or design and plan completion must correspond to the progress of the State Route 260 Highway roadway design (ADOT Plans) in a manner to assure that sleeves may be placed at the appropriate time under the proposed new highway construction to allow future sewer collection system construction.
3. **Plan/Design Requirements:** Produce a 2-dimensional Sewer Collection System Master Plan including: Accurate topography for the project area including that topography used within the plans for the State Route 260 Highway Construction Plans; Accurate vertical annotation for all of the main sewer collection lines throughout the project area (laterals off of the main lines need not be designed, but mains should be located in such a manner to assure that future laterals will adequately slope toward main lines in all conditions) with special regards to the crossings at State Route 260 and the sleeves that will need to be accurately sized and placed horizontally and vertically during the highway construction in order to allow the future construction of sewer lines and/or force mains; All main sewer collection lines sized adequately for flow rate at build-out of the project area notated in plan for size, invert elevations, material, and slope; Manhole locations including all incoming and outgoing pipe sizes and inverts as well as rim elevations; Calculated flow rates at build-out shown at relative points, at lift station locations, and as separate and aggregate flow rates at all junction points; All required force main locations, sizing, material, and flow rates; Manner in which force mains are returned to gravity flow and into the existing gravity collection system; All proposed lift station sizes, locations, required land/easement areas, elevations, capacity in gallons within the recommended pumping cycles and reserve, and recommended pumping system and controls.

All datum used for plans and design shall correspond to that used within the State Route 260 Highway roadway design. Corresponding benchmarks used in the State Route 260 Highway roadway design shall also be used for control on this project. Care should be taken to utilize as much topography from the State Route 260 Highway roadway design as possible. Project areas outside of the ADOT corridor shall be surveyed as required utilizing the same horizontal and vertical datum as the State Route 260 Highway roadway design.

Those plans showing sewer collection lines requiring to be placed within the ADOT Right-of-Way shall be submitted to ADOT for review and approval during each step of the design review process to assure no conflict or problems with the State Route 260 roadway design project.

4. **Plan/Design Ownership:** Once plans are paid for by the Town of Camp Verde, they become the property of the Town of Camp Verde. The firm chosen to complete this project shall provide the Town of Camp Verde a reproducible mylar set of printed drawings, 4 bond paper printed sets, and an electronic AutoCAD file that can be opened and edited by the Town of Camp Verde Public Works staff with their current 2015 AutoCAD software for future development of plan/profile drawings of the collection system mains and laterals as expansion occurs. The appropriate AutoCAD file shall also be provided to the surveyor who will be staking the location and installation of the sewer sleeves under the new highway construction.
5. **Plan Review/Approval by Town of Camp Verde:** 4 ea. plan sets shall be printed full size and submitted to the Town of Camp Verde Public Works Department for design review and correction at the 30%, 60%, 90%, and 100% completion stages. A design review meeting shall be scheduled at each design review phase with the Town of Camp Verde Public Works Department and Wastewater Division in order to allow for operations design and value engineering to take place with the Town staff.
6. **Selection of Firm by the Town of Camp Verde:** The firm shall be chosen by the Town of Camp Verde not only by the amount of their quotation but also by the evaluation of their Statement of Experience with Similar Projects. Please be sure to include all relevant experience and expertise pertaining to our proposed project.

Please See Attached Professional Services Agreement Sample Below

Town of Camp Verde

Consultant Agreement

For Professional Services

For

Insert description of services to be provided - e.g. prosecutorial services

Between the

Town of Camp Verde

Camp Verde, Arizona

And

Insert Consultant Name

This INDEPENDENT CONSULTANT AGREEMENT ("Agreement") is by and between **Insert Consultant Name**, with a business address of **Insert address/city/state/zip**, an **Insert description of profession** (i.e. Attorney at Law) ("Consultant") and the Town of Camp Verde, a municipal corporation ("Town") with a business address of 473 S. Main Street, Camp Verde, AZ 86322 and is awarded pursuant to Project . # **insert project #**.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent Consultant and not an employee of the Town for all purposes, including, but not limited to, the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code (and any other Arizona income tax laws), the State of Arizona workers' compensation laws and unemployment insurance laws and any of the Town's benefit plans for the Town's employees. Consultant agrees that it is a separate and independent enterprise from the Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform any work performed for the Town. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the Town. The Town will not be liable for any obligation incurred by the Consultant, including, but not limited to, unpaid minimum wages and/or overtime premiums. This Agreement shall not be construed to authorize the Consultant to act as an agent for the TOWN in any manner.

The parties further agree and acknowledge that the Town is engaging Consultant as an independent Consultant to provide services to the Town under the terms of this Agreement and that the Town shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this agreement is in effect.

The Town shall not withhold from sums becoming payable to the Consultant under this Agreement any amounts for federal, state or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment

taxes. The Town shall report all payments to Consultant on Internal Revenue Service Form 1099. The Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will indemnify the Town for any tax liability, interest, and/or penalties imposed upon the Town by any taxing authority based upon the Town's failure to withhold any amount from the payments for tax purposes.

In performance of services hereunder, CONSULTANT shall determine his/her necessary hours of work. CONSULTANT shall provide whatever employees, tools, equipment, vehicles, and supplies CONSULTANT may determine to be necessary in performance of services hereunder.

Section I. Period of Service

The term of this Agreement shall be for the period commencing on **INSERT DATE** with the Town Council approval of this Agreement and shall continue for **INSERT LENGTH OF CONTRACT IN MONTHS** until **INSERT DATE** unless terminated sooner by the parties, pursuant to Section IV below.

Section II. Compensation

Consultant shall provide **INSERT TYPE OF SERVICES**. The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed.

The rates Consultant will be paid as consideration for performance of **INSERT TYPE OF SERVICES** on a monthly basis through a flat fee system. CONSULTANT shall be paid **INSERT AMOUNT TO BE PAID** in professional fees and costs. No further payment will be made for routine facsimile, telephone, postage, copy, or travel costs. Extraordinary costs shall be submitted for prior approval and reimbursement to CONSULTANT through the **INSERT RESPONSIBLE TOWN OFFICIAL if INSERT DESCRIPTION OF WHAT CONSTITUTES EXTRAORDINARY COSTS**. If approval of such work is granted, the TOWN will compensate CONSULTANT at **INSERT AMOUNT TO BE PAID** for each **INSERT EXTRAORDINARY COST DESCRIPTION**.

Section III. Billing

Consultant shall provide Consultant services to the Town, based on the written needs of the Town as outlined in Exhibit "A"; **ADD EXHIBIT "A" FOR SCOPE OF WORK**. The Town shall pay Consultant, **INSERT FREQUENCY OF PAYMENT e.g. monthly**, based upon work performed, completion to date and submission of invoices pursuant to Section II. Invoices should be mailed to the following address:

Town of Camp Verde
Finance Department
395 S. Main Street
Camp Verde, AZ 86322

Section IV. Termination

The Town or the Consultant reserves the right to cancel the whole or part of this Agreement with or without cause and for any reason or no reason by giving **60 days** written notice to either party.

However, in the event that this Agreement is terminated the Town shall pay Consultant in full for all services already rendered pursuant to Section II, exclusive of any markup for profit or expected compensation following such termination, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

Section V. Successors and Assigns

Neither this Agreement, nor any obligation of Consultant hereunder, shall be assigned in whole or in part by Consultant without the prior written consent of the Town Manager.

Section VI. Waiver and Severability

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

Section VII. Whole Agreement

This Agreement, represents the parties' whole Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

Section VIII. Construction

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Section IX. Insurance Requirements

The Contractor/Consultant agrees to procure and maintain at Contractor/Consultant's sole expense and to provide a Certificate of Insurance/Endorsement evidencing insurance coverages below.

1. **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY**

Combined single limit against claims for Bodily Injury, Death and Property Damage, in connection with services provided and in an amount not less than:

\$1,000,000 each occurrence
\$2,000,000 aggregate

General Liability Insurance certificates *shall name the Town of Camp Verde as an Additional Insured (with corresponding endorsement relative to the additionally insured status)* and provide a description of operations: Example: For Bid #: XYZ123

2. **COMPREHENSIVE COMMERCIAL AUTOMOBILE LIABILITY**

Combined single limit for Bodily Injury and Property Damage, in an amount not less than:

\$1,000,000

Auto Liability Insurance policies or certificates *shall name the Town of Camp Verde as an Additional Insured (with corresponding endorsement relative to the additionally insured status)*.

Required if the Contractor/Consultant is driving for the town beyond the normal commute to the job site.

Including:

1. Non-Owned
2. Leased
3. Hired Vehicles

3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Statutory Minimum \$1,000,000

Plus Employer's Liability Coverage for:

| | | |
|----|---------------|-------------|
| A: | Each Accident | \$1,000,000 |
| B: | Each Employee | \$1,000,000 |
| C: | Disease, Each | \$1,000,000 |

Exception: sign a waiver provided by the Town relative to being a sole proprietorship without any employees.

- 4.** All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
- 5.** With the execution of this Agreement, Consultant shall simultaneously furnish any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement.
- 6.** Consultant shall furnish to the Town of Camp Verde any renewal Certificates of Insurance (if coverage has an expiration or renewal dates occurring during the term of this Agreement).
- 7.** The Consultant shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.
- 8.** The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.
- 9.** Failure of Consultant to obtain Certificates or other insurance evidence from other Consultants shall not be deemed a waiver by the Town of Camp Verde.
- 10.** The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.
- 11.** Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

Section X. Indemnity

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and

litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such 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 Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Consultant agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the Town of Camp Verde.

Section XI. Compliance with Federal and State Laws

The Consultant understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, Consultant hereby warrants to the Town that the Consultant and each of its SubConsultants ("SubConsultants") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of the Agreement and shall subject the Consultant to penalties up to and including terminations of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Consultant or SubConsultant's employee who works on this Agreement to ensure that the Consultant or any SubConsultant is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of the SubConsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither the Consultant nor any of the SubConsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or SubConsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

This Agreement is subject to termination pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, this **INSERT MONTH/DATE/YEAR**.

APPROVED AS TO FORM:

Town of Camp Verde:

Town Attorney/Date

By: _____
Mayor/Date

Consultant:

By: _____

Date: _____

ATTEST:

The Mayor and Council approved this agreement for execution at the regular session of **INSERT MEETING DATE**.

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Consultant on by _____
