



Request for Qualifications

RFQ No. 2023-300



Town Engineering Services

Date: November 3, 2023
Contact: Gary Neiss
Town Administrator
480.488.3686
Gary@carefree.org

Proposal Due Date: December 1, 2023 at 4:00 PM Arizona time

Proposers are strongly encouraged to read the entire solicitation.



Background

The Town of Carefree invites the submittal of Statement of Qualifications (SOQ) for Engineering services from qualified firms and registrants (“respondents”) properly registered in the State of Arizona with the Arizona State Board of Technical Registration. The Town intends to procure Town Engineer services from individuals/firms that will be expected to review grading and drainage plans, street design, traffic signage, MS4 compliance reports and compliance, dust control compliance, prepare/update capital improvement program and plans, and prepare and manage street maintenance projects and related engineering tasks. Selected individuals/firms will be required to prepare and complete project plans and specifications according to Maricopa Association of Government (MAG) Uniform Standard Specifications and Standard Details for all Town projects. The initial contract will be valid for a period of three (3) years with a renewal option for up to an additional 3-year period. To be eligible for consideration for these Services, a Respondent must submit an SOQ demonstrating appropriate competence and qualifications, including experience with a scope of services similar or relevant to the services described herein.



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Town Background

The Town of Carefree was incorporated as a general law Town in 1984. The Town of Carefree is located within the northeastern quadrant of the Phoenix metropolitan area, approximately 10 miles north of Loop 101 and 10 miles east of Interstate-17. Situated around picturesque Black Mountain and the foothills of Continental Mountain, Carefree is approximately 9 square miles in size and is one of four separate municipalities (Carefree, Cave Creek, and northern fringes of Scottsdale and Phoenix) that combine to form a geographic region known as the Desert Foothills community. Generally, landlocked, Carefree is positioned between the communities of Cave Creek to the west, Scottsdale to the south and east, and a small pocket of unincorporated mountainous terrain to the north. The Town also serves as the gateway to Bartlett and Horseshoe Lakes, which are located along the Verde River approximately 10 miles east of the town limits.

The Town Engineering firm/consultant will serve in the capacity of Town Engineer and report directly to the Town Administrator who serves as the Town's Chief Operating Officer. Town services include public works/streets, planning and zoning, building safety, engineering, administrative and financial services and public safety contracts with Maricopa County Sheriff's Office and Rural Metro Fire and Emergency Medical Services. The community's water utility is operated through an independent financial/physical entity called a Utility Community Facility District which the Town Council acts in the capacity of the Board of Directors. All other utilities are provided through independent contracts between residents and private service providers.

The Town Council holds regular Council and separate Water Board meetings on the first Tuesday of each month. The Town Council is responsible for passing Town ordinances, and resolutions, adopting an annual budget, appointing committees, and setting policies.

The Town's general fund operational budget for Fiscal Year 2023-24 is approximately \$7 million. In addition, approximately \$8 million in capital improvement funds are budgeted for a total municipal budget of approximately \$15 million.



Submittal Closing, Time and Location

Proposals must be received by the Town via email, hand delivery or US postal service by:

Friday, December 1, 2023 at 4:00 PM.

Proposals will not be accepted after the closing date and time.

Proposals can be sent:

Via email to:

gary@carefree.org

Via US postal service:

Town of Carefree
Attn. Town Administrator
PO BOX 740
Carefree, Arizona 85377

Via hand delivery:

Town of Carefree
Attn. Town Administrator
8 Sundial Circle
Carefree, Arizona

Public Record

All information contained in proposals in response to this solicitation shall become a matter of public record upon contract award and made available upon a completed public information request form, unless otherwise marked. The Proposer must identify, in writing, all copyrighted material or other proprietary information the Proposer claims is exempt from disclosure. Price information may not be designated as confidential. Blanket statements that the entire bid submittal is confidential will not be considered and the bid may be rejected as non-responsive.



Scope of Work

A. Organization of Engineering Services

The successful Town Engineering firm/consultant (“Proposer”) shall be retained by and report to the Town Administrator and will serve in the capacity as the Town Engineer for the Town of Carefree. The Town intends to contract with the successful Proposer to serve as a day-to-day point of contact for, and Engineering liaison between, the Town Administrator, Town Staff, and the public.

The successful Proposer will provide comprehensive Town Engineering services including all applicable municipal engineering roles and responsibilities. Applicable Engineering services will be the subject of discussion and refinement as part of the selection process and final contract resulting from this RFQ.

B. Specification/Scope of Work

On a consulting basis, serves as the Town’s Engineer of Record, which includes the provision of a variety of professional engineering and technical services for the Town and on occasion provides technical assistance to the public.

Services provided shall include, but are not limited to:

- Update Capital Improvement Plan and Pavement Maintenance Plan as well as projects, provide draft and final plans/report in digital and hard copy.
- Reviews all residential and commercial development and improvement plans for conformance with applicable ordinances, rules, regulations, or other codes.
- Assists the Town’s Planning and Building Departments, the public, and builders in identifying the location of rights-of-way and easements, to ensure compliance with local restrictions.
- Facilitates the advancement of public projects through various phases of implementation. Plans, organizes, and administers project design and construction contracts, and monitors the process of contracting services, schedules, and meetings as directed. Prepares documents, budgets, and schedules. Includes but is not limited to street maintenance and capacity projects and drainage improvement projects.
- Presents and makes recommendations to the Town Council. Attends meetings, reviews plans, and cost estimates, makes technical decisions and recommendations to the Town, coordinates with other departments prepares plans and specifications for Town capital projects.
- Coordinate with Planning and Building Department to review and approve technical documents such as Preliminary and Final Plans and Development Plans, Site Plans, Grading Plans, Improvement Plans, Development Agreements, ROWs permits, and other documents requiring the approval of the Town Engineer.
- Manage the development and maintenance of the Town’s storm water drainage program and system while ensuring compliance and proper reporting to fulfill all MS4 permit requirements.
- Manage street network and associated signage to investigate traffic control deficiencies involving signage, traffic lane striping and other traffic control devices. Manage all associated traffic/street projects.
- Recommends to the Council policy development and implementation decisions related to Town ordinances in accordance with best Engineering practices.



Terms and Conditions

Reservation of Rights

This RFQ does not commit or obligate the Town of Carefree to accept or carry out an agreement for any express or implied services. The Town of Carefree reserves the right to:

- Reject any and all proposals received and to accept or reject any item(s) herein;
- Take all proposals under advisement for up to ninety (90) calendar days after opening;
- Waive any informality on any proposal.
- Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
- Request any firm/individual submitting a proposal to clarify its proposal during the selection process;
- Negotiate the service schedule and reasonable costs with the selected firm/individual;
- Modify or alter any requirements herein, and issue addenda or amendments to this RFQ;
- Terminate this RFQ process at any time.

Acceptance of Conditions

By submitting a proposal, each Proposer expressly agrees to and accepts the following:

- Proposal and cost schedules shall be valid and binding for ninety (90) days following the proposal's due date and will become part of the Agreement that is negotiated with the Town.
- The Town may require whatever evidence is deemed necessary to Prosper's ability to perform services.
- The Town reserves the right to request further information from Proposer, either in writing or orally, to establish any stated qualifications.
- The Town reserves the right to solely judge the Proposer's representation, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the Town as to whether or not the Proposer is qualified to perform these services shall be binding, final, and conclusive.

Withdraw/Modification of Proposal

Any Proposer may withdraw or modify their submitted proposal at any time as long as such documentation is sent to the addresses in Section C of this RFQ and received prior to the closing date/time.

Proposal Submittal

All Proposers shall limit their proposals to not more than twenty (20) 8.5 inches x 11 inches pages excluding resumes. Font size shall be eleven (11) points or larger. Page margins shall be at least ½ inch or more in size. More than one proposal from a firm, individual, partnership, or corporation under the same or different names will not be considered.

Contract Execution

- The Town and successful Proposer shall prepare an Agreement to be executed by both parties incorporating the Terms and Conditions herein. The successful Proposal and other Town standard requirements are subject to approval by the Town Council.



Professional Licensing and Standard Performance

The qualified firms and registrants must be properly registered in the State of Arizona with the Arizona State Board of Technical Registration. The Town Engineer shall perform work exercising the care, skill, and diligence that are commonly exercised by other Civil Engineers in similar conditions and circumstances. The Town Engineer shall employ suitably trained and skilled professional personnel to perform services.

Insurance Requirements

The Proposer shall, at its own expense, procure and maintain for the duration of any agreement with the Town, insurance against claims for injuries to person or damages to property which may arise from, or in, connection with the performance of the agreement the Town Engineer its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirements for the duration of the Agreement. Minimum insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate liability.
- Worker's Compensation and Employers' Liability Insurance providing statutory recovery for workers' compensation and Employer's Liability Insurance of at least \$1,000,000 per claim.
- Professional Errors and Omissions Insurance of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate liability.
- Town Engineer shall provide to the Town, certificates of insurance showing the insurance coverages described in the above bullets.

Indemnification

Town Engineer shall indemnify, defend, save and hold harmless the Town and its respective officers, officials, agents employees and volunteers (hereinafter collectively referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney' fees and cost of claims processing, investigation and litigation, including appeals (hereinafter referred to as "Claims") for bodily injury or personal injury or loss or damages 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 Town Engineer or any of its owners, officers, directors, agents, employees or subcontractors.

Confidentiality and Data Security

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Town Engineer in connection with this Agreement is confidential proprietary information owned by the Town. Town Engineer shall not disclose data generated in the performance of the service to any third person without the prior written consent of the Town Administrator or designee. Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. When personal identifying information , financial account information, or restricted Town information, regardless of form is no longer necessary, the information must be redacted or destroyed through appropriate and secured methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by the Town Engineer is believed to have been compromised, the Town Engineer shall notify the Town Administrator designee immediately. Town Engineer agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data and, where



applicable, the costs of notifying the individuals who may be impacted by the breach and providing remedial measures. The Town Engineer agrees that the requirements of this section be incorporated into all sub-consultants' agreements entered into by the Town Engineer.

[Independent Contractor](#)

The Town Engineer will be an independent contractor. All persons employed by a firm in accordance with an agreement resulting from this RFQ will be employees of the firm/consultant and not the Town of Carefree.



Requested Information

All proposals must provide specific and succinct answers to all questions and requests for information. All Proposers shall limit their proposals to not more than twenty (20) 8.5 inches x 11 inches pages excluding resumes. Font size shall be eleven (11) points or larger. Page margins shall be at least ½ inch or more in size. More than one proposal from a firm, individual, partnership, or corporation under the same or different names will not be considered.

General Proposal

1. Letter of Transmittal: Signed by an authorized representative of the firm or individual committed to providing the engineering services described above, including a brief introduction of the firm, number of employees, and work history in municipal engineering or public works projects.
2. Firm Qualifications: Provide a list of any current and past municipal clients the firm has represented and designated individuals to provide the services specific to this RFQ. Provide the name of the Engineer who will attend public meetings and their qualifications and work experience.
3. Outline experience with public works projects, MS4 compliance, drainage and grading permit review, Capital Improvement Plans and implementation, contract review, scheduling and budgeting, regulatory compliance, working with members of the public and Public officials and meeting presentations.
4. Provide resumes of persons designated by the firm to be the Town Engineer or substitute Town Engineer. Resumes will not count towards the 20-page limit of the proposal.
5. Describe the firm's view of the role of the Town Engineer.
6. Describe how the Town Engineer would structure the working relationship between the Town Council, Town Administrator, Town staff, other governmental entities and members of the public.
7. Describe the response time we can expect from the Town Engineer to inquiries made by the Town Council, the Town Administrator, and Town staff.
8. Describe how costs will be tracked and managed.
9. Describe the firm's practices regarding professional development training and keeping current with the laws and engineering principles affecting municipal government.
10. Identify any reports your firm would provide to the Town Administrator to update them on plans, contracts, projects, grants, regulatory compliance issues or related matters, or disputes.
11. References: Please provide three (3) municipal references for which engineering services have been provided within the last 5 years. Please indicate the contact person's name, address, phone number, and email address.
12. Cost of Services: It is anticipated that the Town will expect the selected firm to provide a system wherein Engineering services are provided at a pre-negotiated hourly rate.
 - a. Engineering Services: Include in your monthly billing, any attendance at monthly Town Council and Planning Commission meetings, meetings with staff, communications with and on behalf of the Town of Carefree, Engineering and support services provided to and on behalf of the Town, etc.
 - b. Define type and unit rates for reimbursement of expenses. For example, the rate for mileage, reproduction of documents, etc.



- c. Would your firm be willing to operate under a maximum annual expenditure cap with the Town? If so, how will this be structured?
- d. Provide an hourly rate for each individual expected to provide Services for the Town, as well as an hourly rate for unique services, if different. Please identify the minimum unit of time for which you will bill.
- e. Billing method: Describe your firm's billing practices as to the method of payment, payment terms and procedures for billing retention, hours, expenses and other accounting requirements.

Evaluation

The Town will review all proposals and determine an appropriate short list of finalists to interview in person. The interviews will permit the designated firms or individuals an opportunity to answer questions the Town may have regarding their proposals. Participation in interviews will be at no cost to the Town. The Town will make the final decision on the successful firm/consultant. The Town desire is to conclude the interview process before the end of the calendar year and execute a contract for Engineering services in early 2024.