

REQUEST FOR QUALIFICATIONS
SKY RUN WELL SITES DEVELOPMENT AND CONNECTION
TOWN OF STAR VALLEY, ARIZONA

**Request for Qualifications
Sky Run Well Sites Development and Connection
Town of Star Valley**

TABLE OF CONTENTS

	Page
<u>1.0 REQUEST FOR QUALIFICATIONS</u>	3
<u>2.0 EVALUATION CRITERIA</u>	4
<u>3.0 SUBMITTAL REQUIREMENTS</u>	5
3.1 Point of Contact	
3.2 Schedule	
3.3 Number of Submittals	
3.4 Page Count and General Formatting	
<u>4.0 SELECTION</u>	7
4.1 Reservations	
4.2 Notifications of Withdrawal of SOQs	
<u>5.0 FEDERAL FUND USAGE</u>	8
<u>6.0 PROTEST PROCEDURE</u>	8
<u>7.0 CERTIFICATIONS</u>	8
<u>8.0 SAMPLE CONTRACT FOR ENGINEERING SERVICES</u>	14
TERMS AND CONDITIONS – Exhibit “A”	

1.0 REQUEST FOR QUALIFICATIONS

The Town of Star Valley is soliciting for qualified professional engineering consultants to provide design, bidding, & construction phase services for the Town's Sky Run Well Sites Project. The Request for Qualifications ("RFQ") herein presents the general nature of the project below, followed by the requirements for the Statement of Qualifications ("SOQ") packages to be submitted by the interested firms.

The project will include construction of the following improvements:

- Refurbish and develop two wells located approximately 200 yards apart;
- Add electrical work to each well facility and related plumbing;
- Retained installation of an enclosure for the pump and related equipment for each well;
- Fencing off the property to secure the operational equipment;
- Connect the wells to the distribution system through installation of approximately 1,800 feet of mainline pipe through dirt and asphalt utility easements and rights-of-way; and
- Connect mainline pipe to static storage.

The project is funded through a Federal Community Development Block Grant ("CDBG") administered through the Central Arizona Governments ("CAG"). As such, the engineering consultant will develop a bid & contract package for Contractor bidding that meets the open bidding requirements of the federally-funded project.

The project requires development of detailed construction drawings and submittal of the documents to the Arizona Department of Environmental Quality ("ADEQ") for Approval to Construct permitting. The engineering consultant will prepare the construction drawings based on a preliminary layout provided by the Town. The Town will provide the survey basefile of the site in AutoCAD for use in the design. The engineering consultant will also prepare a bid document package in compliance with the Arizona Department of Housing requirements and conduct the project bid process.

After the permit is obtained, the engineer will conduct bidding the work. Also, the engineering consultant will assist the Town in administering the work during construction which will include – but not be limited to – the following key tasks:

- Respond to Bidder's questions;
- Issue Addenda during bidding;
- Conduct Pre-Bid and Pre-Construction Conferences;
- Review and approve Contractor product datasheet and shop drawing submittals;
- Conduct site inspections during construction;
- Over-see the final pressure testing and chlorination of the facility as required for AOC permit.
- Prepare As-built record drawings and obtain the AOC permit.

2.0 EVALUATION CRITERIA

The engineering consultant will demonstrate qualifications to perform the required work tasks through their responses to the Evaluation Criteria. An evaluation committee consisting of Town Manager, Town Water Operations Superintendent, and one Town Council Member will review each SOQ for completeness and content. The committee will score the submittals according to the firm's experience with respect to the project requirements. The scoring will be made based on the Evaluation Criteria below.

The SOQ will provide responses to the following Evaluation Criteria. The SOQ response to each criterion must not exceed the number of pages identified.

Part	Evaluation Criteria	No. Pages
1	<p><u>Design Philosophy and Experience:</u></p> <p>The firm's design philosophy and approach to developing sound, cost conscious recommendations and solutions. Include a brief description of the firm's experience in performing municipal-related engineering services for preparation of construction designs, bidding services, and construction phase services for public works projects. (15 of 105 points)</p>	2
2	<p><u>Technical Approach:</u></p> <p>Provide a summary of the technical approach to completing the work tasks required for this project. Identify how the firm intends to achieve the project delivery goals, schedule and budget for the project tasks noted in Section 1.0 of the RFQ. (10 of 105 points)</p>	1
3	<p><u>Work Experience:</u></p> <p>A list of similar projects performed for municipal or other governmental organizations within the last five years. Include Owner's name, Name of Project, and a short description of the key work tasks performed. (35 of 105)</p>	1
4	<p><u>Organizational Structure & Staff:</u></p> <p>The firm's organizational structure and the number and type of staff positions assigned to various municipal related projects. Provide a statement concerning the location where the public works design & planning efforts will be primarily performed. Include any special licenses or certifications held by the staff that may be useful for this project. Provide a statement that this project work will not result in a conflict of interest. (25 of 105 points)</p>	2
5	<p><u>Reputation:</u></p> <p>Provide at least five (5) reference client contacts that the firm has provided similar project design/planning/construction phase tasks in the last five (5) years. Provide any additional information regarding the firm's reputation and ability to perform the required tasks. (20 of 105 points)</p>	1

3.0 SUBMITTAL REQUIREMENTS

This section presents the administrative and scheduling requirements for the firm's SOQ submittal. All SOQ submittals will be checked for completeness and conformance with the rules outlined below. Any submittals that are incomplete or fail to comply with the rules will be disqualified without further review.

3.1 POINT OF CONTACT

All questions regarding the RFQ must be in writing and addressed to Mr. Robert Rippy, Water Operations Superintendent at the following contact fax number, or email:

Fax: (928) 472-7795

Email: rrippy@ci.star-valley.az.us

Telephone questions are not allowed. No other individual has the authority to respond to any questions unless specifically authorized by Mr. Rippy.

3.2 SCHEDULE

Respondents must submit their completed Statement of Qualifications to the Town by **11 a.m. (AZ Std Time) on Thursday, September 5, 2018.** No late submittals will be considered. It is the respondent's responsibility to ensure that the submittal arrives on time. Town Council selection of an engineer is anticipated to be no later than September 11, 2018.

3.3 NUMBER OF SUBMITTALS

Respondents must submit four (4) original hardcopies of their SOQ to the following address:

Town of Star Valley Water Department
Attn: Mr. Robert Rippy
3675 E. Highway 260
Star Valley, AZ 85541

Only original hardcopies provided in a sealed envelope addressed to Mr. Rippy will be accepted. No faxed, emailed, or other delivery methods will be accepted.

3.4 PAGE COUNT AND GENERAL FORMATTING

The responsive SOQ must be formatted to match the following outline and page count:

1. Cover Letter addressed to Mr. Rippey and signed by a duly authorized officer of the firm (1 page);
2. Cover Page (1 page);
3. Table of Contents (1 page);
4. Responses to the Evaluation Criteria (7 pages);
5. Resume Exhibit Cover Page (1 page);
6. Resumes of Key Personnel (3 maximum 1page resumes).

Unless otherwise specifically instructed under an Addendum issued by the Town, the SOQ should not exceed the page counts presented above, or it will be disqualified.

The SOQ submittals must be printed on 8.5"x11" (letter-sized) white bond paper. The margins will be no less than one inch (1") on all sides. The pages will be printed on single-sides only. The text will be Times New Roman, Arial, or similar common text style and the font size will be 11 or 12 only. Do not use divider pages, index tabs or any other additional features.

All pages must include a header stating "**SOQ: Sky Run Well Sites Development and Connection**" and include page numbers on all footers.

The SOQ submittals should be bound by a staple in the upper left corner of the pages only.

4.0 SELECTION

It is the intent of the Town to shortlist one (1) firm based on the highest ranked respondent. The successful firm will be expected to enter into the agreement with the Town. The Town's requirements for insurance and Contract Terms and Conditions will be provided to the successful firm.

The Town will notify all respondents of the successful firm. No other information will be released.

If agreements are not reached within a reasonable time after the highest ranked SOQ is selected, the Town reserves its right to terminate negotiations with any of the short-listed firm(s), negotiate with other firms, suspend the process entirely or request new SOQs. The Town reserves the right to reject any and all SOQs received pursuant to this request for qualifications. The Town is under no obligation to award any contract. There shall be no appeal of any decision of the Town, or any Town representative. Award of a contract shall be based on the strength of qualifications of the firm and the firm's capability of providing the services outlined in this request.

4.1 RESERVATIONS

The Town reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all SOQs, without indicating any reason for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFQ or any RFQ procedure, responses to the Request, or any subsequent negotiation process.
- Terminate this RFQ and issue a new RFQ anytime thereafter.
- Procure any materials or services specified in the RFQ by other means.
- Extend any or all deadlines specified in the RFQ, including deadlines for accepting SOQs, by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFQ.
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFQ or other data available to the Town. Such disqualification is at the sole discretion of the Town.
- Reject the SOQ of any Respondent that is in breach of or in default under any other agreement with the Town
- Reject any Respondent deemed by the Town to be non-responsive, unreliable, or unqualified.

4.2 NOTIFICATIONS OF WITHDRAWALS OF SOQs

The respondent may withdraw a SOQ by submitting a written request for its withdrawal to the Town's representative at any time prior to the SOQ submission deadline. The withdrawal will be signed by the respondent or an authorized agent of the respondent. The respondent may thereafter submit a new SOQ prior to the deadline. Modifications of a SOQ offered in any manner, oral or written, will not be considered after the deadline.

5.0 FEDERAL FUND USAGE

Proposers are hereby notified that federal funds are being used to assist in the engineering of this project and, accordingly, all construction contractors will be required to comply with all applicable federal laws, including but not limited to, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR, Part 3). In addition, all wages paid for the construction phase of this activity must be in compliance with these regulations and Acts. The engineer and all subcontractors shall comply with any state or local EEO requirements where, and if applicable, to this project.

6.0 PROTEST PROCEDURE

Protests shall be submitted in writing to: Timothy W. Grier, Town Manager, Town of Star Valley, 3675 E. Highway 260, Star Valley, Arizona, 85541, telephone (928) 472-7752 within 72 hours of notification of award. Protests must contain at a minimum, the name, address and telephone number of the protester; the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within 3 business days of receipt, and after consultation with legal counsel, CDBG, or others, the Town will respond to the protest. The Town of Star Valley reserves the right to reject any or all bids; to waive irregularities of information in any bid; to readvertise the bid; and/or to take any steps determined prudent in order to resolve the protest.

7.0 CERTIFICATIONS

- Affirmative Action Certification
- Civil Rights Certification
- Equal Employment Opportunity
- Affirmative Action for Handicapped Workers/ Section 503
- Access to Records and Records Pretension Certification
- Conflict of Interest Certification
- Lobbying Certifications

AFFIRMATIVE ACTION CERTIFICATION

The Town of Star Valley, as required by national policy, the Arizona Department of Housing and the CDBG Program, are Affirmative Action Employers and therefore encourage the use of minority business enterprises, women-owned business enterprises and small business enterprises in a rural area whenever possible.

Although not required as a part of the bid, the Town of Star Valley requests your cooperation in submitting the following certification as a part of your bid package.

Name of Firm: _____

1. Minority Business Enterprise Yes ___ No ___

A minority business enterprise is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

There is no standard definition of minority used by all federal financial assistance agencies; however, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Housing under Section 5 of Executive Order 11625.

Business firms which are 51 percent owned by minorities but are in fact managed and operated by non-minority individuals do not qualify.

2. Women Business Enterprise Yes ___ No ___

A women business enterprise (WBE) is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business; at least 51 percent of the stock is owned by one or more women; and, (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms which are 51 percent owned by women but are in fact managed and operated by men do not qualify.

3. Small Business Enterprise in a Rural Area Yes ___ No ___

A small business enterprise in a rural area (SBRA) is a business concern that is physically located outside any standard metropolitan statistical area.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

(Typed name of official)

(Signature of official)

(Typed name of firm)

(Date)

CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over \$10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION

503

(if contract \$10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:
 - a. Recruitment, advertising and job application procedures;
 - b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - c. Rates of pay or any other form of compensation and changes in compensation;
 - d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;
 - e. Leaves of absence, sick leave or any other leave;
 - f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;

- g. Activities sponsored by the contractor including social or recreational programs; and
 - h. Any other term, condition or privilege of employment.
- 2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- 5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and

- advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
 7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout

between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants*.
2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

ANTI-LOBBYING

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 any 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 sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications 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 Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Typed Name of Official)

(Signature of Official)

(Typed Name of Firm)

(Date)

**8.0 SAMPLE CONTRACT FOR ENGINEERING SERVICES
TERMS AND CONDITIONS – Exhibit “A”**

TOWN OF STAR VALLEY

**CDBG CONTRACT # 124-18
SKY RUN WELL SITES PROJECT**

THIS AGREEMENT, entered into this _____ day of _____ 2018, by and between the Town of STAR VALLEY, County of Gila, State of Arizona (hereinafter called the “TOWN”) acting herein by the Mayor hereunto duly authorized, and _____, (hereinafter called the “ENGINEER”) acting herein by _____, hereunto authorized.

WHEREAS, The TOWN is in need of certain ENGINEERING services for the purpose of PROVIDING DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES FOR THE TOWN’S QUAIL VALLEY WELL SITE IMPROVEMENTS PROJECT, and desires to implement such improvements under the general direction of the Arizona Department of Housing, Community Development Block Grant Program, (CDBG) Grant number #124-18, Quail Valley Well Site Project; and

WHEREAS the ENGINEER has offered to perform the proposed work in accordance with the terms of this Contract;

NOW, THEREFORE the parties do mutually agree as follows:

1. Scope of Services

The ENGINEER promises and agrees to perform the work, as described in the Request for Statements of Qualifications (SOQ) for the Town of STAR VALLEY, Sky Run Well Sites Project, in a good and competent manner as specifically indicated in the ENGINEER’S PROPOSAL dated _____ and to the satisfaction of the TOWN, or its designees. The terms of the above-referenced SOQ and the ENGINEER’S PROPOSAL are incorporated herein by reference and such items are made a part of this Contract as if the same were set forth fully herein. In the event any incorporated term may be inconsistent with an express term of this Contract, the latter shall prevail.

The ENGINEER agrees to provide all of the materials and services required by this Contract, in a complete and acceptable form, as customarily provided according to professional standards for completion of the Contract which shall include:

- a. Provide all professional and basic services necessary to produce all preliminary and final design plans and specifications in accordance with all town, county, state and federal codes and requirements.
- b. Assemble bid package including all CDBG requirements and bid specifications, submit the package for review by the TOWN and CDBG and make any necessary revisions to the bid package prior to publication of the notice to bid. Assist in preparation of the notice to bid.
- c. Provide ENGINEERING and/or surveying as required.
- d. Produce and provide 20 copies of the bid package and plans for distribution during the bidding process.

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- e. Respond to contractors' questions during the bid period.
 - f. Prepare construction contracts and documents for review and approval of the TOWN prior to execution.
 - g. Attend pre-bid and pre-construction conference in the Town of Star Valley, Arizona.
 - h. Interpret plans and specifications for contractor.
 - i. Review and make recommendation to the TOWN concerning contractor progress payments.
 - j. Review and process contractor change orders and submit to the TOWN for approval.
 - k. Provide all necessary interim and final inspections of contractor's work.
 - l. Be available for advice and consultation to the TOWN during the life of the contract and during construction.
 - m. Attend final walk through with the TOWN.
 - n. Prepare record drawings of construction and submit two (2) full sets to the TOWN.
 - o. If required, attend meetings of the Town Councils.

The TOWN, with the assistance of Central Arizona Governments (CAG) shall be responsible for the items particularly described as follows:

- a. Prepare advertisement for contract bid, have advertisement published, and promote project to contractors. Provide the ENGINEER with the required CDBG forms for inclusion in the bid package.
- b. Maintain and update as needed the bid register during bidding process.
- c. Complete and submit to CDBG "Contractor Verification" form LS-2.
- d. Complete and submit to CDBG "Pre-Construction Conference Report" form LS-6.
- e. Verify and submit to CDBG all fringe benefit plans and payroll deductions, including forms LS-15, LS-17 and LS-14.
- f. Verify that all public and contractor employee notices are properly posted before and during construction.
- g. Complete and submit to CDBG all Section 3 documents from the contractors working on the project.
- h. Complete and submit to CDBG "Construction Status Report" form LS-8.
- i. Conduct contractor employee interviews, complete and submit to CDBG "Employee Interview" and "On-Site Inspection Report" forms LS-9 and LS-10.
- j. Review, verify and submit to CDBG "Contractor Weekly Payroll and Statement of Compliance" forms LS-4 and LS-5 weekly during construction.

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- k. Review, approve and process all necessary transactions for payment to the contractor.
 - l. Provide necessary close-out information to CDBG and the Arizona Department of Housing.

2. Time of Performance

The services of the ENGINEER shall commence within 15 days of the Notice to Proceed. In any event, all of the services required and performed hereunder to include preliminary and final design plans and specification and preparation of the bid package shall be completed no later than _____ from the Notice to Proceed with ENGINEERING Services.

The schedule of work as submitted in the ENGINEER'S SOQ dated _____ is fully incorporated herein and, unless otherwise specified, shall be determined to be the time schedule negotiated between the parties for design and preparation of final plans and specifications.

The contract period for the remaining phases shall be controlled by the statutory bidding and award process, plus the construction contract performance period, plus fourteen (14) days for project closeout. The date for final performance shall be extended by the number of days that adverse weather conditions or governmental approval or review process prevent or delay performance, as jointly confirmed in writing by the parties' respective representatives. In addition to other claims and remedies provided herein, the ENGINEER shall be liable for the sum of one hundred dollars (\$100) as liquidated damages for each day by which the time of completion of the Contract exceeds the period specified above.

3. Compensation and Method of Payment

The maximum amount of compensation to be paid hereunder shall not exceed \$_____ and have a budget of \$_____ inclusive of design fees.

Fixed limits of Construction Costs are hereby established as a condition of this Agreement. Should the lowest bona fide bid or negotiated PROPOSAL exceed the fixed limit of Construction Costs, the Owner shall:

- a. give written approval of an increase in such fixed limit; or
- b. authorize rebidding or renegotiating of the project within a reasonable time; or
- c. cooperate in revising the scope and quality as required to reduce the construction costs. Should the TOWN proceed under this clause, the ENGINEER, without additional charge, shall modify the plans and specification, as necessary, to comply with the fixed limit.
- d. Oversee Construction and do material take-offs if Town is required to use Town labor and volunteers.

Payment to the ENGINEER shall be based on satisfactory completion of identified milestones as set forth in the ENGINEER'S PROPOSAL. Additional services as required and requested by the TOWN which are not listed in the ENGINEER'S SOQ shall be charged in excess of the fee listed above, based on the schedule of charges included in the ENGINEER'S PROPOSAL. Such additional services shall be requested in writing by the TOWN as approved by the Mayor and/or the Council as applicable.

Payment shall be made by the TOWN to the ENGINEER on the basis of monthly invoices which must include a detailed itemization of all work and materials included, copies of receipts or billings as requested, and is subject to review and certification of the TOWN authorized representative prior to payment.

Federal funds are being used to assist in the engineering of this project and, accordingly, all construction contractors will be required to comply with all applicable federal laws, including but not limited to, the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29

CFR, Part 3). In addition, all wages paid for the construction phase of this activity must be in compliance with the Davis-Bacon wage rate determination for this project. CAG will monitor for compliance with these regulations and Acts. The Engineer and all subcontractors shall comply with any state or local EEO requirements where, and if applicable, to this project.

4. Acceptance of Work

The TOWN or their designee shall have the right to reject all or any work products submitted under this Contract which do not meet the required specification. In the event of any such rejection, the ENGINEER agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected.

5. Notices

All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. The designated recipient for such notices, invoices and payments are as follows:

To ENGINEER:

Name
Address
Phone and fax

To the Town of STAR VALLEY:

3675 E. Highway 260, Star Valley AZ 85541
P (928) 472-7752 f (928) 472-7795

6. Insurance

The ENGINEER shall maintain various insurance policies in force during the term of the Contract, and shall provide certificate(s) of such insurance naming the TOWN as additional insured upon execution of this Contract, providing not less than the following coverage:

- a. Workers' Compensation..... statutory
- b. ENGINEER Protective Bodily Injury.... \$1,000,000 each occurrence and annual aggregate
- c. ENGINEER Protective Personal Property.... \$1,000,000 each occurrence and annual aggregate
- d. Automobile Bodily Injury and Property Damage....\$1,000,000 each occurrence and annual aggregate.

7. Agreement, Amendment and Arbitration

This Contract shall be effective upon its approval by the parties, as indicated by the signatures of their representative hereto. This Contract, its attachments and those documents incorporated by reference represent the entire Agreement and understanding between the parties. No amendment shall be effective unless properly authorized and executed by the parties in the same manner as this Contract was executed.

This Contract shall be governed by the laws of the State of Arizona, and suits pertaining to this Contract may be brought only in courts in the State of Arizona.

The parties hereby agree to make a good faith effort to resolve any controversy or claim through informal negotiations. Any claim of controversy must first be presented in writing, with supporting documentation, to the agent of the other party. The recipient shall have seven (7) days to prepare and deliver a response. Thereafter, if the parties fail to resolve the claim or controversy following a reasonable period for such resolution of not less than ten (10) days, the aggrieved party may request that the dispute be submitted to arbitration pursuant to A.R.S. §12-1518.

Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

8. Access to Information

It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out of the work outlined above have been furnished to the ENGINEER by the TOWN and their agencies. The Engineer hereby acknowledges receipt of same. No charge will be made to the ENGINEER for such information and the TOWN and their agencies will cooperate with the ENGINEER in every way possible to facilitate the performance of the work described in the Contract and this addendum.

9. Indemnification

ENGINEER represents he has knowledge of all rules and regulations imposed by CDBG and the Arizona Department of Housing. ENGINEER shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the TOWN and their agency members from and for any violation caused by him and shall assume full responsibility for payment of Federal, State and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws for persons employed by the ENGINEER. The ENGINEER shall not be responsible for such contributions for the Contractor or Subcontractor.

10. Terms and Conditions

This Agreement is subject to the provisions entitled, "Terms and Conditions" attached hereto and incorporated by reference herein as Exhibit "A." This Addendum shall be interpreted as if Exhibit "A" were printed in full herein.

11. Certifications

This Agreement is subject to the provisions entitled, "Certifications" which were submitted by the ENGINEER in the SOQ dated _____ and are incorporated by reference herein as Exhibit "B."

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:

Town Attorney

Mayor

Attest to:

Engineer:

Town Manager

Exhibit “A”
TERMS AND CONDITIONS

1. Termination of Contract

- a. If for any reason, the ENGINEER shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the ENGINEER, and the TOWN may withhold any payments to the ENGINEER for the purpose of set-off until such time as the exact amount of damages due the TOWN from the ENGINEER is determined.

Upon receipt of a termination notice, the ENGINEER shall: a) promptly discontinue all services affected (unless the notice directs otherwise); and b) deliver or otherwise make available to the TOWN, at TOWN’s cost, copies of data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performance of this contract.

- b. The TOWN may terminate this contract at any time by giving at least ten (10) days notice in writing to the ENGINEER. If the contract is terminated by the TOWN as provided herein, the ENGINEER will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the ENGINEER, Paragraph 1 hereof relative to termination shall apply.
- c. This contract may be terminated per A.R.S. § 38-511, Conflict of Interest.

2. Changes

The TOWN may request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER’s compensation, which are mutually agreed upon by and between the TOWN and the ENGINEER, shall be incorporated in written amendments to this contract.

3. Personnel

- a. The ENGINEER represents that he/she has, or will secure at his/her own expense, all personnel required for performing the services under this contract. Such personnel shall not be employees or have any contractual relationship with the TOWN.
- b. All of the services required hereunder will be performed by the ENGINEER or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under State and Local law to perform such services.

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- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the TOWN. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

4. Assignability

The ENGINEER shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the TOWN thereto; provided, however, that claims for money by the ENGINEER from the TOWN under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

5. Reports and Information

The ENGINEER, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred in connection therewith, and any other matters covered by this contract.

6. Records Maintenance and Retention

The ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both Federal and non-Federal share. These records will be retained for five years after the expiration of this contract unless permission to destroy them is granted in writing by the TOWN.

7. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this contract are confidential and the ENGINEER agrees that such shall be made available only to the TOWN, DEPT. OF HOUSING, and to HUD unless authorized by the TOWN to release such information to other individuals or organizations.

8. Copyright

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the ENGINEER.

9. Compliance with Local Laws

The ENGINEER shall comply with all applicable laws, ordinances and codes of the State and local governments, and the ENGINEER shall save the TOWN harmless with respect to any damages arising from any tort done by the ENGINEER or his representatives in performing any of the work embraced by this contract.

10. “Section 3” Compliance with the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. Reporting Forms:

(1) Section 3 Business Utilization Report (S3R-2): Reporting form for use by grantees and contractors to identify those Section 3 business concerns actually utilized for the Section 3 covered project. This form is submitted with the last payment request.

(2) Section 3 Applicant and New Hire Employment Report (S3R-3): Reporting form for use by grantees and contractors to identify the actual number of Section 3 residents employed on the project. This form is submitted with the last payment request.

(3) Section 3 Applicant and Assurance Report (S3R-4): Reporting form for use by grantees and contractors to identify the actual number of Section 3 business contracted on the project. This form is submitted with the bid documents.

(4) Section 3 Applicant and Estimated Workforce Breakdown (S3R-5): Reporting form for use by grantees and contractors to identify the number and type of positions on the project. This form is submitted with the last payment request.

(5) Section 3 Applicant and Business Self-Certification (S3R-6): Reporting form for use by grantees and contractors to identify the actual number of Section 3 residents as owner(s) of the business. This form is submitted with the bid documents.

11. ENGINEER will comply with the requirements of the Americans with Disabilities Act (ADA).

12. Interest of Members of a TOWN Governing Body

No member of the governing body of the TOWN and no other officer, employee, or agent of the TOWN who exercise any functions or responsibilities in connection with the planning and

carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the ENGINEER shall take appropriate steps to assure compliance.

13. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the ENGINEER shall take appropriate steps to assure compliance.

14. Handicapped Access

In designing all construction, ENGINEER agrees to comply with requirements of the American National Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped (ANSI) and the Americans with Disabilities Accessibility Guidelines (ADAAG). The ENGINEER represents that he/she understands said standard specifications and same are incorporated herein by this reference.

15. Interest of ENGINEER and Employees

The ENGINEER covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The ENGINEER further covenants that no person having any such interest shall be employed in the performance of this Contract.

16. Clean Air Act, Clean Water Act

The ENGINEER shall comply with all provisions requiring compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations, 40 CFR Part 15 which prohibit the use of non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USFPA Assistant Administrator for Enforcement.

17. Federal Labor Standards Provisions

This project to be designed by the ENGINEER is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939. The ENGINEER shall incorporate information concerning Federal Labor Standards in the bid documents.