

TOWN OF CAVE CREEK
37622 N. Cave Creek Road
Cave Creek, Arizona 85331

NOTICE OF REQUEST FOR PROPOSAL
July 15th, 2021

PROPOSAL: Trail Connection-Spur Cross to Grapevine Road
DUE DATE: August 16th, 2021 – 4:00 pm
LOCATION: Town of Cave Creek, Attention: Bambi Muller, Planner-Trails
Coordinator - 37622 N. Cave Creek Road-Cave Creek, AZ 85331

The Town of Cave Creek issues this “Notice of Request for Proposal” for the construction of a proposed non-motorized trail connection starting at starting at the intersection of Cave Creek and Spur Cross Roads, traveling north to the intersection of Spur Cross and Grapevine Roads and connect to the existing trail located on the east side of Spur Cross Road. A map of the proposed trail route location and an aerial of the project site is provided. Exhibit A.

The proposed non-motorized trail connection will begin at the intersection of Spur Cross and Cave Creek Roads and be constructed within the Town’s right-of-way located on the west side Spur Cross Road, traveling north, and ending at, the intersection of Grapevine and Spur Cross Roads. The proposed trail will cross at the Spur Cross and Grapevine intersection connecting to the existing non-motorized trail located at Spur Cross and Grapevine Roads on the east side of Spur Cross Road as noted on Exhibit A. The proposed non-motorized trail connection will be approximately 800 ft. long and must be a minimum of 4 – 5 ft. wide, constructed of a stabilized granite/ solid earth installation with 4”x 3/16” metal edging on both sides of trail.

This proposed non-motorized trail section will offer a safe, direct trail connection from the Town Core trails to the existing Spur Cross Road trail that accesses the Jewel of the Creek, Spur Cross Ranch Conservation Area (SCRCA) and the Tonto National Forest trails.

The firm or individual selected must have the required capabilities and an in-depth understanding and working knowledge of the Town of Cave Creek’s **Technical Design Guideline-Number 5 Trails**.
<http://www.cavecreek.org/DocumentCenter/View/3016> .

The proposed non-motorized trail connection is identified as a **“Primary Trail”** as noted and highlighted on the – **“Trail Classification-Standards Table”** of the Town of Cave Creek’s **Technical Design Guidelines-Number 5-Trails. Exhibit B**

The expected project timeline for this engagement is approximately 2-3 weeks, starting upon the execution of contract and with a project completion date to be no later than **June 30th, 2022.**

Bids shall be delivered to the Town of Cave Creek at 37622 North Cave Creek Road, Administration Office. **Attention Bambi Muller Planner/Trails Coordinator.**

The successful bidder will be required to provide 100 percent performance and payment bonds in accordance with MAG Standard Specifications. The successful bidder will be required to provide insurances commensurate with those listed in the MAG Standard Specifications and name the Town as additional insured as appropriate.

The proposal is currently scheduled for Town Council consideration and possible approval on **October 4th, 2021,** with the notice to proceed to be issued shortly thereafter. The project must be completed no later than **June 30, 2022,** to coincide with the Town of Cave Creeks 21/22 fiscal year budget.

Competitive proposals for the services specified in this notice will be received by the Town of Cave Creek at the above specified location until the time and date cited. Proposals must be in the actual possession of the Town of Cave Creek on or prior to the exact time and date indicated above. Late proposals will not be considered. The preparation of the RFP response will be at the expense of the respondent. The Town will not reimburse the respondent for any costs associated with the preparation or submission of any proposal. All RFP responses become the sole property of the Town of Cave Creek.

Proposals must be submitted and labeled **“Trail Connection-Spur Cross to Grapevine Road”** and include the Offeror’s name and address clearly indicated on the envelope. All proposals must be completed in ink or type written and a complete Request for Proposal data sheet must be returned along with the proposal by the time and date cited above. Additional instructions for preparing a proposal are provided with this notice.

I. INSTRUCTIONS TO BIDDERS

A. Preparation of Proposals:

1. All proposals shall be on the Offeror’s letterhead and the forms provided in this Request for Proposal package. It is permissible to copy these forms if required. Facsimile transmittal, E-mail attachments or similarly transmitted proposals will be accepted.
2. The proposal documents and Cost/Pricing Proposal Form must be submitted with an original ink signature by the person authorized to sign the offer.

3. Erasures, interlinear markings, or other modification in the proposal shall be initialed in original ink by the authorized person signing the offer.
4. No proposal or data sheets shall be altered, amended, or withdrawn after the specified due time and date.
5. All proposals must include the following information:
 - a. Address each requirement of the Required Services, see **Section II**. Provide evidence that demonstrates the offeror's ability to provide the required services.
 - b. Attach proof of insurance – professional liability.
 - c. Provide Cost of Services: See Cost of Services attachment.
6. It is the responsibility of all Offerors to examine the entire Request for proposal package and seek clarification of any item or requirement that may not be clear and check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no rights of withdrawal after due time date.

B. Inquiries:

Any question(s) related to this solicitation must be directed to the Town of Cave Creek Planner/Trails Coordinator, Bambi Muller at bmuller@cavecreekaz.gov. Questions should be submitted in writing. Any correspondence related to a solicitation should refer to the Request for Proposal page and paragraph number.

C. Late Offers:

Late offers will not be considered. An Offeror submitting a late proposal shall be so notified.

D. Withdrawal of Offer:

At any time prior to the specified proposal due time and date an Offeror (or designated representative) may withdraw their proposal, facsimile transmittals E-mail or similarly transmitted withdrawals will be considered.

E. Amendment of Proposal:

Receipt of solicitation amendment must be acknowledged by signing and returning the document(s) prior to the specified proposal due time and date.

II. REQUIRED SERVICES

It is expected that the consultant/contractor retained by the Town as the service provider shall enter into a contract with the Town to provide the required services at a fair and reasonable

compensation. For such compensation, the service provider will be expected to provide part or all the following services.

1. Be able to meet with and thoroughly review with the Director of Planning and Trails Coordinator.
2. From that analysis and input, recommend a timeline for project completion date to meet the determined date.
3. The contractor will advise the Town in a manner which provides the best possible outcome.
4. Contractor will respond to questions in a timely manner.
5. The contractor may perform other tasks or duties as determined to be required and appropriate in relation to the purpose of fulfilling their duties.

III. ADDITIONAL CONSIDERATIONS

- A. Each firm(s) or individual(s) assigned to conduct the duties resulting from this RFP process shall meet the following minimum requirements:
 1. Reporting to Management: Firm(s) or individual(s) submitting proposals shall be able to report to Town staff, as required.
 2. Office and Staffing Requirements: Firm(s) or individual(s) shall provide all workspace, personnel, equipment and supplies necessary to complete professional services set forth in the scope of work.
 3. Independent Contractor: Respondent to the RFP is and will be at all times during the term of this agreement an independent contractor and not an employee of the Town. As such the contractor is responsible for all taxes and insurances as required.
 4. Professional Conduct: Firm(s) or individual(s) shall demonstrate professional conduct at all times.
 5. Compliance: Firm(s) or individual(s) shall demonstrate compliance with all state and local laws including obtaining training and certifications as required by law throughout the term of the contract.
 6. Insurance: Firm(s) or individual(s) must be able to provide documentary proof of insurance coverage as requested. Insurance coverage will include as appropriate, automobile liability, commercial general liability, workers compensation, and professional liability. Professional liability insurance shall be with limits no less than

\$1,000,000 per claim and \$1,000,000 policy aggregate limit. Respondents to this RFP agree to maintain appropriate insurance coverage throughout the contract period.

7. Bonds and Other Performance Security:

- A. Before execution of the notice to proceed the Contractor must provide a performance bond and a payment bond for all construction services, each in an amount equal to the full amount of the agreed upon cost for the Work. Bonds must be submitted in accordance with Title 34, Chapter 2 of the Arizona Revised Statutes and must be in substantially the same form as **Attachments 1 and 2**.
- B. Each bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within 2 years before the execution of a Contract.
- C. The bonds must be made payable and acceptable to the Town of Cave Creek. Additional information regarding Bonds will be provided at the time there is an execution of a Contract.

8. References: Firm(s) or individual(s) must be able to provide at least three (3) professional references from other cities or towns or other appropriate related experience.

IV. AWARD OF CONTRACT

- A. The Town of Cave Creek Town will award a contract for services to the firm which best meets the needs of the Town as demonstrated by the proposals as submitted.
- B. Notwithstanding any other provision of this Request for Proposal, the Town expressly reserves the right to:
 - 1. Waive any defect or informality; or
 - 2. Reject any or all offers, or portions thereof; or
 - 3. Reissue a Request for Proposal; or
 - 4. Withhold the award for any reason; or
 - 5. Extend the deadline for the Proposal.
- C. A response to a Request for Proposal is an offer to contract with the Town based upon the terms, conditions, and specifications contained in this Town of Cave Creek's Request for

Proposal prepared by the Offeror. Proposals do not become contracts unless and until they are accepted by the Town. A contract is formed when the Town provides a signed copy of a contract to the successful Offeror. The successful contracts inception is the signing of the contract by the appropriate Town official. All terms and conditions and information contained in this Request for Proposal will be incorporated for reference and made a part of the contract, unless modified by a solicitation amendment or a contract amendment signed by the authorized Town official.

- D. The **award of contract** will be made following approval by the Cave Creek Town Council of the Bid award and is currently scheduled for the first Town Council meeting on **October 4th, 2021.**

V. TERMS AND CONDITIONS

- A. Proposal Opening: Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. All other information contained in proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. Prices will not be read. Proposals will not be subject to public inspection until after contract award.
- B. Offer Acceptance Period: Proposals are an irrevocable offer for 90 days after the opening time and date. Pricing and payment terms: Pricing and payment terms must be submitted on an all-inclusive basis and shall include all taxes and other related cost factors associated with providing the services described in this document. Ideally, hourly fee services will be paid in monthly installments over the period of the contract.
- C. Contract: Any contract entered into, pursuant to accepting the proposal, shall be valid from the date of award for a period until **June 30, 2022.**
- D. Cancellation Notice: The Town reserves the right to cancel the whole or any part of the subsequent contract without cause. The Town will issue a written thirty (30) day notice of such cancellation. Any subsequent contract must include such a clause.
- E. Evaluation: In accordance with Town policy, an award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Town taking into consideration the evaluation factors set forth in this Request for Proposal. After reviewing and evaluating the written materials submitted, finalists may be invited to an oral interview. The Town will contact the finalists to schedule those interviews if needed.

Evaluation criteria shall include:

1. Contractor's demonstrated experience, competence, and qualifications to perform the required services as determined based on the written response to this RFP.
2. The contractor's grasp of the project's potential issues, project approach and ability to construct a schedule for completion of the project.
3. Contractor's local knowledge of the Town of Cave Creek: the contractor's familiarity with requirements which qualifies the contractor to successfully manage this project.
4. Ability to perform the project within the Town's timeline and in a timely manner.
5. Cost.





TRAIL CLASSIFICATION - STANDARDS

Trail Classification	Locations	Maximum Grade	Minimum Tread Width	Variable Easement Width	Vertical Vegetation Clearance	Horizontal Vegetation Maximum 3' Height Limit	Drainage	Surface Type
Primary Trail	Main Roadways, R.O.W.'s, P.U.E.'s, Open Space & Conservation Easements, Parks	8% (10% for wash crossing & dips)	5'	5' to 15'	10'	3' per side	3% to 5% Cross Slope	Compacted Natural Surface or Stabilized 1/2" Minus Decomposed Granite
Secondary Trail	Washes, R.O.W.'s, P.U.E.'s, Drainage, Open Space & Conservation Easements, Scenic Corridors	10% (15% for wash crossings & dips)	4'	5' to 10'	10'	2' per side	3% to 5% Cross Slope	Compacted Native Surface
Neighborhood Connector Trail (Local Trail)	Washes, R.O.W.'s, P.U.E.'s, Drainage, Open Space & Conservation Easements, Scenic Corridors	10% (15% for wash crossings & dips)	2' to 4'	5' to 10'	10'	2' per side	3% to 5% Cross Slope	Compacted Native Surface
Interpretive Trail	Dedicated Open Space, Scenic Corridors, Parks	ADA Compliant	5'	10' to 15'	10'	3' per side	1% to 3% Cross Slope	ADA Compliant
Equestrian Trail	Main Roadways, R.O.W.'s, P.U.E.'s, Conservation, Open Space & Drainage Easements, Dedicated Open Space, Parks	10% (15% For Arroyo Crossing & dips)	4' to 6'	5' to 10'	10'	2' per side	3% to 5% Cross Slope	Compacted Native Surface
Primitive Trail	Washes, Conservation, Open Space & Drainage Easements, Dedicated Open Space	20% (30% For Arroyo Crossing & dips)	2'	5' to 10'	10'	2' per side	3% to 5% Cross Slope	Native Surface

Figure 2.12-1

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ATTACHMENT 1

STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called the Principal) as Principal, and _____ a corporation organized and existing under the laws of the State of _____ with its principal office in the City /Town of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Cave Creek, County of Maricopa, State of Arizona in the amount of _____ Dollars.

(\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors' successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Town of Cave Creek, dated the ____ day of _____, 2021, for **Project No. 2021-Planning-01, Trail Connection-Spur Cross-to Grapevine- Road Trail**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and Contracts of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this Bond will be determined in accordance with the provisions of Title 34, Chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this Contract. The prevailing party in a suit on this bond will recover as part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court. The performance under this bond is limited to the construction to be performed under the contract and does not include any design services, preconstruction services, financial services, maintenance services, operations services or any other related services included in the contract.

WITNESS our hands the ____ day of _____ 2021

PRINCIPAL

BY:
SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS

ATTACHMENT 2
STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, CHAPTER 6, OF THE ARIZONA REVISED
STATUTES

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), _____ as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City/ Town of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Cave Creek, County of Maricopa, State of Arizona, in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain writer's contract with the Town of Cave Creek dated the _____ day of _____, 2021, for **Project No. 2021-Planning-01, non-motorized trail connection from -Spur Cross-Grapevine Trail**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this Contract.

The prevailing party in a suit on this bond will recover as a part of the judgment reasonable attorney fees that may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 2021

PRINCIPAL

BY:

SURETY (SEAL)

AGENCY OF RECORD

AGENCY ADDRESS