



Town of Huachuca City, Arizona

Request for Qualifications (RFQ) Park Improvements (CDBG #126-21) RFQ 21-01

Date offered: May 28, 2021

Pre-Proposal Conference (Mandatory): June 16, 2021 at 10:00 a.m.

Closing date & time: June 30, 2021 at 2:00 p.m.

Contact person: Brandy Thorpe, Town Clerk

bthorpe2@huachucacityaz.gov

**Town of Huachuca City
500 N. Gonzales Blvd.
Huachuca City, AZ 85616**



NOTIFICATION OF REQUEST FOR QUALIFICATIONS
HUACHUCA CITY, ARIZONA ("TOWN")
REQUEST FOR QUALIFICATIONS NO. 2021-01
PARK IMPROVEMENTS DESIGN PROJECT
THIS PROJECT IS FEDERALLY FUNDED THROUGH
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 126-21

Notice is hereby given that the Office of the Clerk of the Town of Huachuca City ("Clerk") is requesting statements of qualification on the following project:

PARK IMPROVEMENTS DESIGN PROJECT
No. 21-01
CDBG Contract No. 126-21

WHERE TO OBTAIN RFQ PACKET:

You may obtain an RFQ packet at the following website: <https://huachucacityaz.gov>

LABELING INSTRUCTIONS:

Proposals must be labeled on the outside of the package as follows:

TOWN OF HUACHUCA CITY
PARK IMPROVEMENTS DESIGN PROJECT
No. 21-01
CDBG Contract No. 126-21

WHERE TO SUBMIT:

Proposers must submit **A THUMB DRIVE CONTAINING THE ENTIRE PROPOSAL plus ONE (1) ORIGINAL** of the proposal to the following person and address:

Attention: Brandye Thorpe, Town Clerk
Town of Huachuca City
500 N. Gonzales Blvd
Huachua City, AZ 85616

Proposers are responsible for their timely submission and should direct their couriers or package delivery companies (e.g., UPS, FedEx, etc.) to deliver to the Town Clerk ("Clerk"). Proposers are responsible for ensuring their submissions are received by the Clerk on or before the Submittal Deadline. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified in the solicitation document. Submissions that are mailed to an incorrect address or received after the Submittal Deadline will be returned unopened to the sender and will not be considered for an award of contract. The governing time for the Submittal Deadline is Arizona Time.

PRE-PROPOSAL CONFERENCE:

A MANDATORY pre-proposal conference will be held at 10:00 a.m. on Wednesday, June 16, 2021 at Town Hall, 500 N. Gonzales Blvd in Huachuca City, Arizona. For further information, contact Brandye Thorpe at bthorpe2@huachucacityaz.gov.

DEADLINE TO SUBMIT:

Proposals must be submitted on or before **Wednesday, June 30, 2021, 2:00 P.M. (ARIZONA TIME)**.

DEADLINE TO SUBMIT QUESTIONS:

Any questions about this RFQ must be e-mailed on or before **Wednesday, June 23, 2021 BY 5:00 P.M. (ARIZONA TIME)** to the following person:

Brandye Thorpe, Town Clerk
Town of Huachuca City
bthorpe2@huachucacityaz.gov

It is the sole responsibility of the proposer to comply with any and all addenda issued and posted at the above website during this action. Small business enterprises and disadvantaged business firms are encouraged to participate.

Published: *Sierra Vista Herald*, May 28 and June 4, 2021.

SECTION 1: PROJECT DESCRIPTION/SCOPE OF WORK

In accordance with the Town of Huachuca City's procurement regulations and Federal Grant requirements, the Town is soliciting professional architects to provide design and construction management for improvements to public parks throughout the Town. The Town of Huachuca City

has been awarded a Community Development Block Grant (CDBG) through the State of Arizona Department of Housing (ADOH) funded by the U.S. Department of Housing and Urban Development (HUD) for this work.

To be considered, Respondents to this RFQ must visit the site. A MANDATORY pre-proposal conference will be held at 10:00 a.m. on Wednesday, June 16, 2021 at Town Hall, 500 N. Gonzales Blvd in Huachuca City. The Town of Huachuca City will not assume responsibility for any understanding or representations concerning conditions made by any of its officers or agents before the execution of the Contract unless included in this Request for Qualification, the specifications, or related documents.

PROJECT DESCRIPTION

The project will include the design and construction management of improvements to public parks including a basketball court, skate park improvements, electrical upgrades, water fountains, landscaping (plants and sod), landscaping irrigation systems including a baseball field, repairs to restrooms, outdoor tables, concrete pads, signage, playground equipment, grills, an exercise station, and a bandstand.

SCOPE OF WORK

- A. The ARCHITECT shall provide all of the materials and services required by this Contract in accordance with recognized professional standards, and in a competent and acceptable form and manner including:
- B. Provide all professional and basic services necessary to prepare all preliminary and final design plans, specifications, cost estimates and bid documents, including but not limited to: design, all surveying as needed, and documentation of existing conditions as needed. Firm is to assure and provide all components required to fully design and construct this project, including any alternative recommendations, cost estimates, and construction coordination as needed to complete the project. Firm is to be in compliance with all local, county, state and federal codes and requirements. All construction must comply with current ADA regulations and guidelines.
- C. Prepare construction documents for review and approval by the TOWN prior to execution.
- D. Assist SEAGO in preparing a Construction Bid Package in compliance with all CDBG and Federal Labor Standards requirements and bid specifications.
- E. Participate in pre-bid and pre-construction conferences.
- F. Respond to contractor's questions during the bid period.
- G. Review all construction bids and recommend the lowest, most responsive bid for construction.

- H. Oversee obtaining all required permits from the appropriate local, county, state and federal agencies.
- I. Interpret plans and specifications to contractor during construction.
- J. Review and authorize progress payments to the contractor in accordance with the construction contract, and in coordination with SEAGO.
- K. Review and process contractor change orders and submit to the TOWN for approval.
- L. Provide advice and consultation to the TOWN and its designees during the life of the Contract and during construction, including but not limited to attending committee meetings, Town Council meetings and site inspections, as needed or requested.
- M. Provide interim and final construction "walk-through" inspections of contractor's work in order to ensure construction according to specifications.
- N. Upon completion of the work, provide written confirmation that the work has been completed as required by the plans and that all conditions have been met for the release of any retention.
- O. Upon completion of the work, provide "before" and "after" project photos to SEAGO and the TOWN.
- P. Ensure 2 full sets of hard copy as well as 2 electronic copies of "AS BUILT" plans are submitted to the TOWN.
- Q. The TOWN, through SEAGO, shall be responsible for producing the following items:
 - i. Prepare the advertisement for contract bid, have the advertisement published, and promote the project to contractors.
 - ii. Include required CDBG forms for inclusion in the bid package.
 - iii. Maintain and update the bid register as needed during bidding process.
 - iv. Prepare construction contracts and documents for review and approval by the TOWN prior to execution.

SECTION 2: SUBMITTAL REQUIREMENTS

RFQ REQUIREMENTS

Submit one (1) original and one (1) copy of the following:

- A. Cover Letter: One (1) page introduction including the assurance that minimum insurance requirements will be met.
- B. Executive Summary: A one (1) or two (2) page summary including:
- i. Qualifications of the individual or firm.
 - ii. Project manager and his/her experience
 - iii. Project timeline, specifically including when the team can start the project, project progress, and a completion date. The timeline of the successful proposal will be incorporated into the negotiated contract.
- C. Statement of Qualifications:
- i. Experience in working with federally funded projects.
 - ii. Contract/construction management experience to include federal contracts.
- D. Previous Experience: One (1) or two (2) pages containing:
- i. A list of past clients including local governments and similar projects. Information should include, at a minimum:
 - Name of project and location
 - Owner/client's name
 - Owner/client's address
 - Contact name and phone number
 - Contract award date and contract completion date.

DO NOT INCLUDE COST INFORMATION IN SUBMITTAL

Selection will be based on qualifications. Negotiations of contract prices will occur only after the selection of the top firm is made.

RESPONSE TO SCOPE OF WORK

Describe the tasks to be completed under each item list in the Scope of Work section of the RFQ.

COST OF SUBMITTAL BORNE BY RESPONDENTS

The cost incurred by Respondents in preparing the RFQ or incurred in any manner in responding to the RFQ may not be charged to the TOWN.

PRE-PROPOSAL CONFERENCE

At 10:00 a.m. on Wednesday, June 16th, 2021, The TOWN will host a MANDATORY pre-proposal conference, which will include a tour of the parks to be improved. The Conference will be held at Huachuca City Town Hall, 500 N. Gonzales Boulevard in Huachuca City.

SECTION 3: FEDERALLY FUNDED STATEMENT

FEDERAL FUND USAGE

Respondents to this RFQ are hereby notified that federal funds are being used to assist in the construction of this project and, accordingly, all construction 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 the 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. The TOWN, as assisted by SEAGO, will monitor for compliance with these regulations and Acts. The ARCHITECT and all sub-contractors shall comply with any state or local EEO requirements where and if applicable, to this project.

SECTION 4: PROCESS FOR EVALUATING QUALIFICATIONS

SELECTION PROCESS

Objective

It is the Town’s intention to solicit Submittals from potentially qualified Firms; to evaluate their Submittals; and to award a contract to the Firm whose Submittal is determined to serve the best interests of the Town of Huachuca City.

Evaluation and Recommendation:

An evaluation committee, consisting of Town staff or designee, will review and evaluate all qualified Submittals received by the submittal date as set forth in this RFQ, or as amended by addenda. The Town reserves the right to request additional information and clarification of any information submitted, including any omission from the original Submittal. After receipt of the Submittals, the Town will rank the eligibility of each Submittal to be considered. All Submittals will be treated equally with regard to this item. Based on its review, the committee will prepare a tabulation of all firms, indicating the top three (3) scoring firms.

In order to achieve maximum scores, Firms must demonstrate to the Town’s Evaluation Team that they are fully qualified to provide the services required by this RFQ. Fully qualified Submittals will have the qualifications (e.g. financial resources, expertise and skills) and documented, successful, and relevant experience necessary to meet the requirements of the RFQ.

The Request for Qualifications (RFQs) submitted will be reviewed and ranked by the Selection Committee using the following selection criteria:

a. Demonstrated success within the last 10 years in design work for public park improvements. (Minimum 3 completed projects).	20%
b. Recent experience in permitting, bid preparation, and bid analysis support of public park improvements or other public infrastructure improvements. (Minimum 3 completed projects in the last 10 years.)	20%
c. Previous experience with federally funded projects, Community Development Block Grants, and Federal Labor Standards/Davis-Bacon Act.	25%
d. Current workload and ability to meet project schedules or deadlines.	20%
e. References from past clients.	15%

The Selection Committee may invite two (2) or more Respondents to attend an interview. Respondents will be contacted to schedule a time and location for the interview, or hold it remotely. The Selection Committee will evaluate and rank firms accordingly. Final rankings will be forwarded to the Town Council for consideration. The firm selected will be asked to negotiate a final scope of work and price and to develop a contract. Should negotiations fail to result in the development of a contract, the next highest ranking firm will be offered the opportunity to continue the process. This method may continue until an agreement is reached and a contract negotiated.

CONTRACT EXECUTION

Contingent upon successful negotiations with the selected Firm, the Town of Huachuca City will transmit to the Firm copies of the actual Contract for execution. The Firm agrees to deliver three (3) duly executed Contracts to the Town within THIRTY (30) calendar days from the date of receipt of said notice and Contracts. Upon receipt of the executed Contract from the Firm, the Town will seek authorization from the Town Council to execute the Contract within thirty (30) calendar days. The Contract shall have no force or effect on the Town unless and until it is approved by formal action of the Town Council.

PROTEST PROCEDURE

Protests shall be submitted in writing to Brandye Thorpe, Town Clerk, Town of Huachuca City, 500 N. Gonzales Blvd., Huachuca City, AZ 85616 within seventy-two (72) hours of notification award. Protests must contain at a minimum, the name, address, and telephone number of the protester; the signature of the protestor 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 three (3) business days of receipts, and after consultation with legal counsel, ADOH or others, the TOWN will respond to the protest.

SECTION 5: REJECTION OF SUBMITTALS

REJECTION OF SUBMITTALS

The RFQ shall in no manner be construed as a commitment on the part of the Town to award a contract. The Town of Huachuca City reserves the right to reject any or all submittals; to waive minor irregularities in the RFQ process or in the responses thereto; to re-advertise this RFQ; to postpone or cancel this process; and to change or modify the RFQ schedule at any time.

Additionally, any of the following causes may be considered as sufficient reason for disqualification and/or rejection of a prospective applicant's submittal:

- a. Submission of more than one (1) submittal by an individual, firm, partnership, or corporation under the same or different names.
- b. Submission of an incomplete submittal.
- c. Firm's failure to satisfactorily perform any present or previous obligation to the Town.
- d. Failure to attend the mandatory pre-proposal conference.
- e. Any other conduct or circumstance that by law requires rejection of a submittal.

SECTION 6: RFQ SCHEDULE

DEADLINE FOR RECEIVING SUBMITTALS and SCHEDULE FOR AWARD DECISION

RFQ Published May 28, 2021

Pre-Proposal Conference (Mandatory): June 16, 2021 at 10:00 a.m.

Deadline for Receiving Submittals June 30, 2021 at 2:00 p.m.

Interview Firms Week of July 12th

Select One Firm Week of July 12th

Approval of Contract by Huachuca City Town Council (to be determined)

The Schedule above is provided for reference only. The Town reserves the right to amend the schedule above as deemed necessary or appropriate by the Town staff.

All Respondents will be notified of whether or not they were selected for this project within thirty (30) days after the close of the RFQ period.

SECTION 7: CERTIFICATIONS

CERTIFICATIONS

The certifications in this section are required and must be submitted with your submittal. In addition, the **Certifications Submittal Form** must be submitted with your submittal. The signatures on the **Certifications Submittal Form** must be original signatures by the appropriate officer of the firm or in the event of a sole proprietorship or partnership, by the proprietor or the general partner.

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 that 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:

- 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 nondisclosure clause.
- 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.
- The contractor will not discharge or in any 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.
- 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 notice in conspicuous places available to employees and applicants for employment.

- 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.
- 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 the rules, regulations, and orders.
- 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.
- 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.

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES-SECTION 503 (if contract is \$10,000 or over)

- 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.
- The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 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.
- 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 obligations 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.
- 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.
- The Contractor must include the provisions of this clause in every subcontract or purchase 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.

- 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:

- The individual, sole proprietor, partnership, corporation and/or association agrees to permit the Town of Huachuca City, Southeastern Arizona Governments Organization (SEAGO), State of Arizona Department of Housing (ADOH), U.S. Department of Housing and Urban Development (ADOH), 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.
- 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:

- 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 Town of Huachuca City.
- 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 Town of Huachuca City that develops at any time during this contract will be immediately disclosed to the Town of Huachuca City.

ANTI-LOBBYING

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

- 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 any cooperative

agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- 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.
- 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

(Respondents: Return this page, duly executed, 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, and 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)

EXHIBIT "A" to RFQ # 21-01

Project Location Map

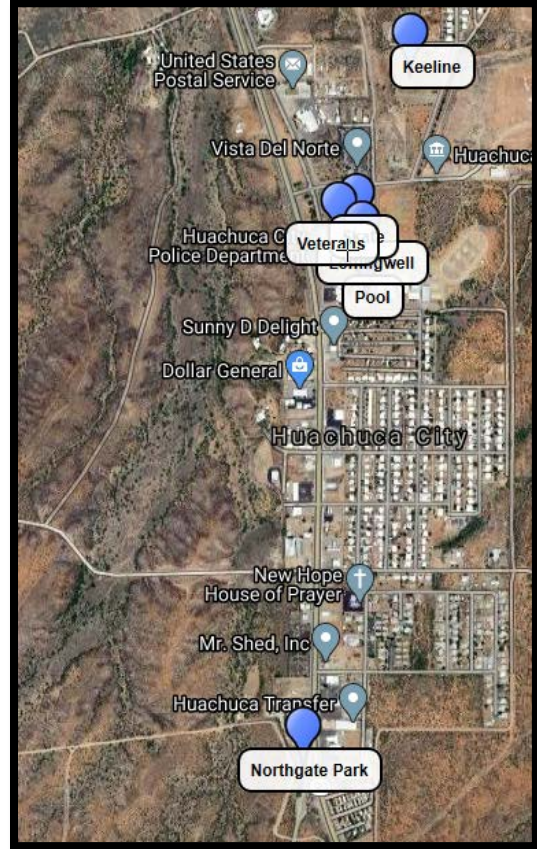


EXHIBIT "B" to RFQ #21-01

**PROFESSIONAL SERVICES AGREEMENT
Town of Huachuca City Public Park Improvements
(CDBG #126-21)**

THIS CONTRACT, entered into this _____ day of _____, 2021, by and between the Town of Huachuca City, State of Arizona (hereinafter called the TOWN) acting herein by the Mayor hereunto duly authorized, and _____, (hereinafter called the "ARCHITECT") acting herein by _____, hereunto authorized.

WHEREAS, The TOWN is in need of certain ARCHITECTURAL services for the purpose of design and construction management of public park improvements and desires to implement such improvements under the general direction of the State of Arizona Department of Housing (ADOH), Community Development Block Grant Program, (CDBG) Contract #126-21; and

WHEREAS the ARCHITECT 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 ARCHITECT promises and agrees to perform the work, as described in the Request for Qualification (RFQ) for the design and construction management of public park improvements, in a good and competent manner as specifically indicated in the ARCHITECT's Submittal dated _____ and to the satisfaction of the TOWN or its designees. The terms of the above-referenced RFQ and the ARCHITECT's Submittal 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 ARCHITECT 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:

- 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.
- Assemble bid package including all ADOH requirements and bid specifications, submit the package for review by the TOWN and ADOH 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.
- Provide ARCHITECTURAL and/or surveying as required.

- Produce and provide twenty (20) copies of the bid package and plans for distribution during the bidding process.
- Respond to contractors' questions during the bid period.
- Prepare construction contracts and documents for review and approval of the TOWN prior to execution.
- Attend pre-bid and pre-construction conference and provide assistance to the TOWN in completing "Pre-Construction Conference Report" LS-6.
- Interpret plans and specifications for contractor.
- Review and make recommendation to the TOWN concerning contractor progress payments.
- Review and process contractor change orders and submit to the TOWN for approval.
- Provide all necessary interim and final inspections of contractor's work.
- Be available for advice and consultation to the TOWN during the life of the contract and during construction.
- Attend final walk through with the TOWN.
- Prepare record drawings of construction and submit two (2) full sets to the TOWN.
- If required, attend meetings of the Town Council.

The TOWN shall be responsible for the items particularly described as follows:

- Prepare advertisement for contract bid, have advertisement published and promote project to contractors. Provide the ARCHITECT with the required ADOH forms for inclusion in the bid package.
- Maintain and update as needed the bid register during bidding process.
- Complete and submit to ADOH "Contractor Verification" form LS-2 and "Subcontractor Verification" form LS-3, if applicable.
- Complete and submit to ADOH "Pre-Construction Conference Report" form LS-6.
- Verify and submit to ADOH all fringe benefit plans and payroll deductions, including forms LS-15 and LS-17.
- Verify that all public and contractor employee notices are properly posted before and during construction.
- Complete and submit to ADOH "Construction Status Report" form LS-8.
- Conduct contractor employee interviews, complete and submit to ADOH "Employee Interview" and "On-Site Inspection Report" forms LS-9 and LS-10.
- Review, verify and submit to ADOH "Contractor Weekly Payroll and Statement of Compliance" forms LS-4 and LS-5 weekly during construction.
- Review, approve and process all necessary transactions for payment to the contractor.
- Provide necessary close-out information to ADOH.

2. Time of Performance

The services of the ARCHITECT shall commence on the _____ day of _____, 20____. 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 90 days from the Notice to Proceed with ARCHITECTURAL Services.

The schedule of work as submitted in the ARCHITECT'S submittal 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 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

ARCHITECT shall be liable for the sum of \$_____ 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 Contract. Should the lowest bona fide bid or negotiated proposal exceed the fixed limit of construction costs, the TOWN 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 ARCHITECT, without additional charge, shall modify the plans and specification, as necessary, to comply with the fixed limit.

Payment to the ARCHITECT shall be based on satisfactory completion of identified milestones as set forth in the ARCHITECT's Submittal. Additional services as required and requested by the TOWN which are not listed in the ARCHITECT's submittal shall be charged in excess of the fee listed above, based on the schedule of charges included in the ARCHITECT's Submittal. 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 ARCHITECT 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's authorized representative prior to payment.

4. Acceptance of Work

The TOWN or its 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 ARCHITECT 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:

Brandye Thorpe, Town Clerk
Town of Huachuca City
500 N. Gonzales Blvd. , Huachuca City, AZ 85616
Phone: (520) 456-1354
e-mail: bthorpe2@huachucacityaz.gov

6. Insurance

The ARCHITECT 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:

- Workers' Compensation (statutory)
- Errors and Omissions
- ARCHITECT's Protective Personal Property
- Automobile Bodily Injury and Property Damage
- Valuable Papers

7. Agreement, Amendment and Arbitration

This contract shall be effective upon its approval by the parties, as indicated by the signatures of their representatives hereto. This contract, its attachments and those documents incorporated by reference represent the entire contract 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 located in Cochise County 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 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. Any dispute resolution proceedings must take place in Cochise County, Arizona.

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 the work outlined above have been furnished to the ARCHITECT by the TOWN and its agencies. ARCHITECT hereby acknowledges receipt of same.

9. Indemnification

ARCHITECT represents he has knowledge of all rules and regulations imposed by ADOH. ARCHITECT shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the TOWN and its 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 ARCHITECT. The ARCHITECT shall not be responsible for such contributions for the contractor or subcontractor.

10. Terms and Conditions

This contract 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 contract is subject to the provisions entitled “Certifications” which were submitted by the ARCHITECT in the Submittal 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 of Huachuca City

Thomas Benavidez, Town Attorney

Suzanne Harvey, Town Manager

ATTEST:

ARCHITECT: _____

Brandye Thorpe, Clerk

(Name, title and firm)

EXHIBIT "A" – COST SUMMARY

Enter ARCHITECT'S Negotiated Cost Summary Here

Exhibit A
TERMS AND CONDITIONS

1. Termination of Contract

a. If for any reason, the ARCHITECT shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the ARCHITECT 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 ARCHITECT of such termination and specifying the effective date thereof.

Notwithstanding the above, the ARCHITECT 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 ARCHITECT and the TOWN may withhold any payments to the ARCHITECT for the purpose of set-off until such time as the exact amount of damages due the TOWN from the ARCHITECT is determined. Upon receipt of a termination notice, the ARCHITECT shall:

- promptly discontinue all services affected (unless the notice directs otherwise); and
- 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 ARCHITECT in performance of this contract.
- The TOWN may terminate this contract at any time by giving at least ten (10) days written notice to the ARCHITECT. If the contract is terminated by the TOWN as provided herein, the ARCHITECT 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 ARCHITECT, Paragraph 1 hereof relative to termination shall apply.
- 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 ARCHITECT to be performed hereunder. Such changes, including any increase or decrease in the amount of the ARCHITECT's compensation, which are mutually agreed upon by and between the TOWN *and* the ARCHITECT, shall be incorporated in written amendments to this contract.

3. Personnel

a. The ARCHITECT 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 of or have any contractual relationship with the TOWN.

b. All of the services required hereunder will be performed by the ARCHITECT 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.

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 sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

4. Assignability

The ARCHITECT 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 ARCHITECT 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 ARCHITECT, 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 or to be incurred in connection therewith and any other matters covered by this contract.

6. Records Maintenance and Retention

The ARCHITECT 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 shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) 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 ARCHITECT under this contract are confidential and the ARCHITECT agrees that such shall be made available only to the TOWN, ADOH 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 ARCHITECT.

9. Compliance with Local Laws

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

10. ARCHITECT will comply with the requirements of the Americans with Disabilities Act (ADA).

11. 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 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 ARCHITECT shall take appropriate steps to assure compliance.

12. 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 ARCHITECT shall take appropriate steps to assure compliance.

13. Handicapped Access

In designing all construction, ARCHITECT agrees to comply with requirements of the 2010 ADA Standards for Accessible Design. The ARCHITECT represents that he/she understands said standard specifications and same are incorporated herein by this reference.

14. Clean Air Act, Clean Water Act

The ARCHITECT 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.

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

Approved as to Form:

Town of Huachuca City

Thomas Benavidez, Town Attorney

Suzanne Harvey, Town Manager

ATTEST:

ARCHITECT: _____

Brandye Thorpe, Clerk

(Name, title and firm)