

**REQUEST FOR  
STATEMENTS OF QUALIFICATIONS**

City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **NFS 20-040**

Solicitation Title: **Housing Rehabilitation and Demolition Prequalified Contractors List**

Release Date: **March 18, 2020**

Non-Mandatory Pre-Submittal Conference: **March 25, 2020**  
**9:00 a.m.** (local-time, Phoenix, Arizona)  
Avondale Community Center  
1007 S. 3rd Street Avondale, AZ

Short-Listed Firms: **The City will determine the short-listed firms monthly, 21 calendar days after the receipt of submittal**

City Representative: **Jill Lin**      [jlin@avondalez.gov](mailto:jlin@avondalez.gov)  
**623-333-2047**

- \* The City of Avondale reserves the right to amend the solicitation schedule as necessary.
- \*\* The City of Avondale will accept Contractor Application on an ongoing basis.

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**PART I. RFQ PROCESS**

1.1 Purpose; Background. The City of Avondale (the “City”) is issuing this Request for Statements of Qualifications (“RFQ”) and inviting interested parties to submit completed Contractor Applications for the purpose of establishing a prequalified contractors list to perform professional home rehabilitation and demolition contracting services, to be undertaken with the federal and/or general funding sources that may include:

- Neighborhood Stabilization Program (“NSP”) income received from prior NSP-eligible projects.
- Arizona State Housing Trust Fund (“SHF”) administered by Arizona Department of Housing (“ADOH”).
- HOME Investment Partnership Program (“HOME”) administered by ADOH and the Maricopa HOME Consortium (“Consortium”).
- Community Development Block Grant (“CDBG”) Program provided by the U.S. Department of Housing and Urban Development (“HUD”).
- City of Avondale general funds (“General Funds”).

The NSP Program, the ADOH Owner-Occupied Rehabilitation Program, the Consortium Owner-Occupied Rehabilitation Program and the CDBG Program are herein collectively referred to as the “Programs.” Contractors (“Contractors”) who will be eligible to submit quotations on individual rehabilitation and demolition projects of single-family dwellings, as well as demolition construction projects on commercial properties, throughout the City for the Programs (the “Prequalified Contractors List”).

A. Scope of Work. The scope of work/specifications for each specific Project will be developed by the City. Each project is unique and may require specific improvement or repairs based on the funding source. This may include minor repairs or major repairs. Each project will have specific scope of work that will be presented to the approved list for quotation. Projects must conform to NFS 20-040.

(1) Owner-Occupied Home Rehabilitation Projects. Contractors selected for inclusion on the Prequalified Contractors List in Owner-Occupied Rehabilitation Projects pursuant to the process defined herein will be required to be qualified to rehabilitate all assisted residential properties to the extent necessary to comply with City codes and ordinances, <sup>1</sup>HUD Housing Quality Standards, HUD Uniform Physical Condition Standards (UPCS), Maricopa HOME Consortium Housing Rehabilitation Standards, the State of Arizona Rehabilitation Standards, Energy

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<sup>1</sup> The HUD Housing Quality Standards, Uniform Conditions and Physical Standards, the NSP regulations and the Maricopa HOME Consortium Housing Rehabilitation Standards are available on the City’s website under the Neighborhood and Family Services Department, Housing and Community Development, “Housing Rehab Bid Opportunities” page

**SECTION A**

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Star, International Energy Conservation Code (IECC, 2009 edition, or better) and the Arizona Governor’s Office of Energy Policy Weatherization Standards (collectively, the “Owner-Occupied Rehabilitation Standards”) provided, however, that only the items set forth in the scope of work will be required to be rehabilitated. Such Projects may include the repair of one or more items required to ensure the health, safety and general welfare of the home occupants and for the removal of code violations, including, but not limited to, electrical, plumbing, heating, cooling or roofing issues. Handicap accessibility modifications may also be addressed. Owner-Occupied Rehabilitation Projects may also involve the improvement of the overall appeal of the home and neighborhood by replacing older obsolete products, systems and appliances with Energy Star and WaterSense labeled products, including such items as compact fluorescent light bulbs, Energy Star rated HVAC systems and appliances, low-flow water fixtures and other “green” products as appropriate.

For ADOH Owner-Occupied Rehabilitation Projects, in addition to complying with the Owner-Occupied Rehabilitation Standards, a weatherization professional certified by the Building Performance Institute must perform all weatherization work and must perform both a pre-construction energy audit and a post-construction compliance inspection if it’s required by ADOH.

(2) Demolition Projects. Contractors selected for inclusion on the Prequalified Contractors List with a designation of interest in Demolition Projects pursuant to the process defined herein will be required to be qualified to demolish structures, remove utilities, test for hazards, perform abatement, and clear/grade sites in accordance with the Demolition Standards with the City codes and ordinances, the MAG Specifications, any amendments or supplements to the MAG Specifications adopted by the City, the City Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction dated April 2008, and Maricopa County standards and regulations and EPA regulations related to asbestos and other hazards.

B. Ongoing<sup>2</sup>List. The City will accept Contractor Application from interested parties on an ongoing basis. The City will determine the short- listed firms 21 calendar days after receipt of submittal.<sup>2</sup> Contractors selected for inclusion on the Prequalified Contractors List pursuant to this RFQ will be notified by the City and will be invited to submit quotations for each proposed Project within the Contractor’s stated area of interest.

1.2 Preparation/Submission of Contractor Application. Contractors are invited to participate in the competitive selection process for the Prequalified Contractors List as outlined in this RFQ. Responding parties shall review their Contractor Application submissions to ensure the following requirements are met.

A. Irregular or Non-responsive<sup>3</sup> Contractor Application. The City may consider as “irregular” or “non-responsive” and reject any Contractor Application not prepared and submitted in accordance with this RFQ, or any Contractor Application lacking sufficient information to enable

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<sup>2</sup> The Prequalified Contractors List of contractors currently eligible to submit on Projects will be posted on the City’s website under the Neighborhood and Family Services Department, Housing and Community Development, “Housing Rehab Bid Opportunities”: <https://www.avondaleaz.gov/government/departments/neighborhood-family-services/housing-and-community-development/housing-rehab-bid-opportunities>.

<sup>3</sup> “Responsive” means that the Contractor has satisfied all of the Contractor qualifications, that the quotation has been submitted on time and includes all the required materials, including addenda, if any.

the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. An Contractor Application may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City, any of the following are true:

- (1) Contractor does not meet the minimum required skill, experience or requirements to perform or provide the home rehabilitation or demolition services.
- (2) Contractor has a past record of failing to fully perform or fulfill contractual obligations.
- (3) Contractor cannot demonstrate financial stability
- (4) Contractor's Application contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Contractor Application.

B. Submittal Quantities. Interested Contractors must submit **one original** of the Contractor Application. In addition, interested parties must submit **one original copy** of the Contractor Application on a CD-ROM (or electronic media approved by the City) in printable PDF. Failure to adhere to the submittal quantity criteria shall result in the Contractor Application being considered non-responsive.

C. Required Submittal. Contractor shall submit a completed Contract Application and any applicable typed statement required in the application.

D. Contractor Responsibilities. All Contractors shall (i) examine the entire RFQ, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting an Contractor Application and (iv) submit the entire Contractor Application .

E. Sealed Submittals. All Contractor Application shall be sealed and clearly marked with the Contractor Application number and title, **(NFS 20-040) Housing Rehabilitation and Demolition Prequalified Contractors List**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Contractor Application. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Contractor Application not properly addressed or identified.

F. Address. All Contractor Application shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office.

G. Amendment/Withdrawal of Contractor Application. Any erasures, interlineations, or other modifications in the Contractor Application shall be initialed in **original ink** by the authorized person signing the Contractor Application. Facsimile, electronic (e-mail) or

mailgram Contractor Application amendments or withdrawals will not be considered. No Contractor Application shall be altered, amended or withdrawn after submission.

1.3 Cost of Contractor Application Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. An Contractor Application submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Contractor is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

1.4 Inquiries.

A. Written/Verbal Inquiries. Any questions related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing or via e-mail. Any inquiries related to this RFQ shall refer to the number and title, page and paragraph. However, the Respondent should not place the RFQ number and title on the outside of any envelope containing questions.

B. Inquiries Answered. Verbal or telephone inquiries directed to City staff **will not be answered.** Within two business days following receipt of a written or e-mailed question, an answer will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFQ package from the City and who legibly provided a mailing address, facsimile number and/or e-mail address to the City.

1.5 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the Contractor Application submittal. Failure to indicate receipt of the addendum shall result in the Contractor Application being rejected as non-responsive.

1.6 Public Record. All Contractor Application shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.7 Confidential Information. If a Contractor believes that an Contractor Application or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Contractor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Contractor in writing of such determination.

1.8 Contractor Licensing and Registration. Prior to the award of contract, the successful Contractor shall (i) be licensed with the Arizona Corporation Commission to do business in Arizona, (ii) have a completed Request for Vendor Number on file with the City Financial Services Department, (iii) be licensed with the Arizona Registrar of Contractors without any pending,

unresolved or valid complaints, (iv) be bonded and provide proof of liability insurance and workers' compensation insurance, (v) have a lead renovator certificate and (vi) be registered with the Federal System for Award Management. The Contractor shall provide licensure information and evidence of the requested certifications and registrations with the Contractor Application, including evidence of any licenses that are pending at the time the Contractor Application is submitted. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.9 Certification. By submitting an Contractor Application, the Contractor certifies:

A. No Collusion. The submission of the Contractor Application did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Contractor Application. It (including the Contractor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff, unless such person is designated as a City Representative on the cover of this RFQ. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 1.4 (Inquiries) above. Any attempt to influence the selection process by any means shall void the submitted Contractor Application and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of an agreement.

E. No Signature/False or Misleading Statement. The signature on the application of the Contractor Application is genuine and the person signing has the authority to bind the Contractor. Failure to sign the Contractor Application, or signing it with a false or misleading statement, shall void the submitted Contractor Application and any resulting agreement.

F. Agreements. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including any Exhibits.

1.10 Offer. An Contractor Application submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ and the Contractor's responsive Contractor Application, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment.

**CITY OF AVONDALE**  
**NEIGHBORHOOD & FAMILY SERVICES DEPARTMENT**

**SECTION A**

**NFS 20-040**

1.11 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Contractor Application submitted or portions thereof and (iii) reissue an RFQ.

1.12 Protests. Any Contractor may protest this RFQ issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

**PART II. CONTRACTOR APPLICATION FORMAT; SCORING**

2.1 Prequalified Contractors List.

A. Term of Prequalified Contractors List. The Prequalified Contractors List will be used to invite Contractors to submit quotations to provide professional home rehabilitation and demolition services on specific Project assignments. Contractors selected for inclusion on the Prequalified Contractors List will be eligible to submit quotations on Projects for one year from the date of approval, subject to four subsequent automatic one-year renewal terms in the manner provided by the City; provided, however, that City staff will verify Contractors' qualifications when reviewing quotations submitted in response to a Request for Quotations as set forth in Part IV herein.

B. Review Period. Contractors interested in the list must submit an application. The City will review and update the Prequalified Contractors List by 21 calendar days after submittal. Contractors selected for the Prequalified Contractors List will be notified, and the Prequalified Contractors List will be available on the City's Neighborhood and Family Services Department ("NFS") website under Housing and Community Development, Housing Rehab Bid Opportunities.

2.2 Proposal Format and Scoring. Upon receipt of a Contractor Application, each submittal will be reviewed for compliance with the submittal requirements by the Selection Committee composed of representatives from the City. The Contractor Application shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the Contractor Application is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Contractor Application based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award.

A. General Information - 10 pts. Please fill out the Contractor Application completely and attach original forms when signatures are required. Do not send original contractor licenses—copies only. Additional information related to the application may be provided on letter size white paper, typed, single sided and not more than three (3) pages. Do NOT staple submittal.

B. Experience and Qualifications of the Contractor - 50 pts.



C. Personnel Qualification and Pertinent Experience - 40 pts.

(1) Provide certifications, licenses and memberships in professional associations, societies or boards.

(2) Identify the firm's personnel or subcontractors who are Building Performance Institute ("BPI") certified and provide a copy of the BPI certification in the appendix. If none, please indicate not applicable.

**Total Possible Points for Contractor Application Submittal is 100 and Applicants must score a minimum of 75 points in total for inclusion on the Prequalified Contractors List.**

PART III. REQUEST FOR QUOTATIONS PROCESS: AWARD OF AGREEMENT

3.1 Request for Quotations. The City will send notice of a Request for Quotations to all of the Contractors on the Prequalified Contractors List including (i) notice of the Project, including a proposed scope of work or specifications developed by the City, (ii) the time and location of the mandatory walk-through and (iii) the deadline for submission of a quotation on the Project.

3.2 Mandatory Walk-Through. Contractors must attend the mandatory walk-through for a Project to be eligible to submit a quotation on a specific Project. For the walk-through, Contractors must arrive at the scheduled time and sign in with the Housing Rehabilitation Coordinator or designee. Contractors arriving more than five minutes after the scheduled time will not be allowed to sign in or submit a quotation on that Project. A City representative will be present at the walk-through to answer questions.

3.3 Quotations. The City will use best efforts to obtain a minimum of three quotations per Project and will take all necessary affirmative steps to ensure that minority firms, women- owned business enterprises, small businesses operated by people residing within the vicinity of the Projects and labor surplus area firms are used when feasible and when such firms are available on the Prequalified Contractors List. Contractor selection and notification will occur within three City working days of the Request for Quotations due date.

3.4 Excluded Contractors. The City reserves the right to exclude from consideration any Contractor who has been assessed liquidated damages associated with any contract, has had any contract terminated for non-compliance, has any pending, unresolved, or valid complaints with the Arizona Registrar of Contractors, has not maintained required warranty obligations on completed Projects or is listed as a debarred contractor at the Federal System for Award Management.

3.5 Award. In order to facilitate the timely completion of Projects to be undertaken, the City reserves the right to temporarily exclude any Contractor from future notifications of Requests for Quotations when two or more projects being performed for the City (pursuant to this RFQ or otherwise) are concurrently under contract or have been awarded to that Contractor at that time. Contractors will remain on Prequalified Contractors List, but may not be invited to submit quotations on new Projects until one of its existing two City projects has been completed.

3.6 Pre-construction Conference for Rehabilitation Projects. The City will conduct a pre-construction conference for each Rehabilitation Project. This conference will include the homeowner and the awarded Contractor. The City will introduce the two parties, answer any questions they may have and serve as a liaison. The relevant Rehabilitation Agreement, which will be provided in advance to the homeowner and will be in substantially the form as attached to this RFQ, will be reviewed with the parties and signed at this time. After the Agreement is signed, the City will issue a Notice to Proceed signed by the homeowner. The awarded Contractor shall begin work on the date specified in the Notice to Proceed and shall complete the work within the specified amount of time.

3.7 Satisfactory Performance. The awarded Contractor will perform the work in accordance with the contract documents, specifications, and the applicable rehabilitation or demolition standards, subject to a clear and final inspection by the City and, in the case of a Rehabilitation Project, approval of the homeowner. If the work performed by the Contractor is found to be unsatisfactory by the City or if contract relations among the Contractor, the homeowner, as applicable, or other parties are found to be unsatisfactory, the City may remove the Contractor's name from the Prequalified Contractors List.

**PART IV. CONTRACTOR APPLICATION**

**CONTRACTOR GENERAL INFORMATION**

**General Information**

Please fill out the Contractor Application completely and attach original forms when signatures are required. Do not send original contractor licenses—copies only. If you have project related questions, please call Marsha Chavez at **(623) 333-2726**. General qualifications for inclusion on the City of Avondale Neighborhood & Family Services (NFS) Prequalified Contractors List are:

- A. **LICENSE:** The Contractor must have a current contractor's license issued by the Arizona Registrar of Contractors. The license classification must be appropriate for the type(s) of bid(s) the contractor will submit. All work must be completed in a professional workmanlike manner in compliance with the workmanship standards of the Registrar of Contractors as established by Arizona statute, with all applicable laws, statutes, ordinances, building codes or rules and regulations.
- B. **EXCLUSIONS:** All Contractors are required to have a **Dun & Bradstreet D-U-N-S Number registered in sam.gov**. Neither Contractors nor its principals, agents or subcontractors that are presently debarred, suspended, or proposed for debarment to the U.S. Department of Housing or Urban Development (HUD) Debarment (and Excluded Parties) list or declared ineligible or voluntarily excluded from participation in the transaction evidenced in any contract by any federal department or agency shall be placed on the Prequalified Contractors List.
- C. **EQUAL OPPORTUNITY & EMPLOYMENT:** Contractors and all subcontractors shall abide by all Federal, State and local regulations pertaining to equal employment opportunity including:
  - a. The Contractor shall ensure that applicants are employed and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age or disability.
- D. **PROBATIONARY PERIOD:** Contractors meeting all required prerequisites shall remain on a probationary status until such time when the Contractor becomes the responsible low bidder and satisfactorily completes three (3) neighborhood rehabilitation projects. Following this satisfactory completion, the Contractor shall be placed on the Prequalified Contractors List. Unsatisfactory Contractor's performance during or after the probationary period, findings of fraud and/or falsification of any document, or is found to be listed on the HUD Debarment List after completing the probationary period, the Contractor will be removed from the Prequalified Contractors List.
- E. **CONFLICT OF INTEREST:** No contractor or its principals, agents or subcontractors shall have any direct or indirect interest in Housing Rehabilitation projects nor participate in any decision relating to a project contract which is prohibited by law. Any potential or actual conflict of interest must be immediately disclosed to the Housing & Community Development Manager for review.
- F. If you have any procurement process and contract related questions, please email your questions to Jill Lin at [jlin@avondaleaz.gov](mailto:jlin@avondaleaz.gov).

## CONTRACTOR APPLICATION

**PLEASE PRINT LEGIBLY**

**A. Contact Person for this Application**

Person:	Telephone:
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**B. Company Detail**

Name:			
Address:			
City:	City:	Zip Code:	
Telephone:	Fax:	Email	
Circle Type of Business: Sole Proprietorship or Corporation or Limited Liability Company or Partnership			
Employer Tax#	State Tax#:	City Tax#	DUNS#:

**C. Principal of company**

1)Name:		
Title		
Address:		
City:	State:	Zip Code:
Home Telephone	Mobile Telephone:	
Education:		
Related Work Experience:		

2)Name:		
Title		
Address:		
City:	State:	Zip Code:
Home Telephone	Mobile Telephone:	
Education:		
Related Work Experience:		

If there are more principals, please attached a separate sheet of paper.

**D. Profile of Company**

Years in Business:	Number of Employees:	Office:	Field:
AZ Contractor Licenses#, Class(es):			
<b>The following questions apply to any and all the principals:</b>			
1. Have you ever held a contracting license in another state? Yes or No:			
If Yes, which State(s)?		License Number:	
2. Have you ever had a contractor's license or home improvement license revoked or suspended? Yes or No:			
If Yes, provide details (attach separate sheet if necessary)			
3. Have you ever had a contractor's license or home improvement license under another name/ Yes or No:			
If Yes, provide details (attach separate sheet if necessary)			
4. Are you related by blood or marriage to any City of Avondale employee? Yes or No:			
If yes, provide name(s) and department(s)			
5. Does this company qualify as a woman owned business enterprise (51% or more ownership)? Yes or No:			
6. Does this company qualify as a minority owned business enterprise (51% or more ownership)? Yes or No:			
Circle ethnicity of majority owner: 1. White American 2. Black American 3. Native American Indian/Alaskan 4. Hispanic American 5. Asian/Pacific Islander 6. Hasidic Jew			
7. Is your company certified as a Small or Disadvantaged Business Enterprise with any jurisdiction? Yes or No:			
If yes, please circle one: SBD or DBE What is your effective date? What is your expiration date?			

**E. Subcontractors that have done work for you. If you are a subcontractor, then list generals you have done work for.**

Subcontractor/General	Trade/License#	Contact Person	Telephone
1.			
2.			
3.			

**F. Projects you have completed within the last two years. Include any government agencies or non-profits that you have done work for and funding source such as NSP, CDBG, ADOH, HOME City General Fund.**

Type of Work	Date Completed	Contract Price	Contact Person	Telephone
1. Customer Company Name and Funding Source:				
2. Customer Company Name and Funding Source:				
3. Customer Company Name and Funding Source:				

G. Provide a typed statement to identify any contracts or subcontracts held by the Contractor or officers of the Contractor have been terminated within the last five years. Include information on any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome or, if not applicable, indicated as such.

a. Provide a typed statement on one (1) page letter size paper, title "Contractor Application Section G"

H. Provide a typed statement regarding the firm's familiarity and capability of compliance with City's standard insurance requirements and contract documents.

a. Provide a typed statement on one (1) page letter size paper, title "Contractor Application Section G"

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By submitting a Contractor Application, the submitting Contractor certifies that it has reviewed the administrative information and draft of the terms and conditions in the applicable Agreement and, if awarded an Agreement, agrees to be bound thereto.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND**

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THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2020, between the City of Avondale, an Arizona municipal corporation (the "City"), and \_\_\_\_\_, a(n) \_\_\_\_\_ (the "Contractor").

RECITALS

A. The National Affordable Housing Act of 1990 created the U.S. Department of Housing and Urban Development ("HUD") HOME Investment Partnerships Program ("HOME") to increase the number of families served with decent, safe, sanitary and affordable housing and expand the long-term supply of affordable housing. The Arizona Department of Housing ("ADOH") administers the State Housing Fund ("SHF"), which includes HOME funds. The Maricopa County HOME Consortium (the "Consortium") receives such HOME funds from HUD and administers the funds to member communities.

B. Title 1 of the Housing and Community Development Act of 1974, as amended, established a Community Development Block Grant ("CDBG") program for the purpose of developing viable urban communities by providing decent housing and a suitable living environment, expanding economic opportunities and preventing and/or eliminating conditions of slum and blight, principally for persons of low and moderate income.

C. The City has received SHF funds from ADOH and HOME funds from the Consortium to implement the City's Owner-Occupied Housing Rehabilitation Program (the "Program") to provide home repairs and improvements that remove code issues as well as health and safety concerns while addressing the overall energy efficiency of homes owned by income-eligible households within the target area. The City also has received CDBG funds, which can be used to provide additional funding for the Program in accordance with the City's annual action plan.

D. The City has received CDBG funds from the U.S. Department of Housing and Urban Development ("HUD") to implement the City's Home Repair Program (the "Program") to provide repair of a specific item or items required to ensure the health, safety and welfare of the occupants of homes owned by income-eligible households within the City of Avondale.

E. Title III of Division B of the Housing and Economic Recovery Act of 2008 (Public Law 110-289) established the Neighborhood Stabilization Program ("NSP") for the purpose of assisting in the redevelopment of abandoned and foreclosed homes. In 2010, Section 1497 of the Wall Street and Consumer Protection Act of 2010, a/k/a the "Dodd-Frank Act" (Public Law 111-203, approved July 21, 2010) provided for an additional allocation (third round) of funding for NSP. Except where provided for otherwise, these amounts are distributed based on funding

formulas for such amounts established by the Secretary of the U.S. Department of Housing and Urban Development (“HUD”) in accordance with the Housing and Economic Recovery Act of 2008 and unless otherwise stated, the grants are to be considered Community Development Block Grant (“CDBG”) funds. The City has generated program income from such NSP funds to implement NSP-eligible activities.

F. The City issued a Request for Qualifications (the “RFQ”), and incorporated herein by reference, seeking statements of qualifications from vendors for rehabilitation and/or demolition services.

G. The Contractor responded to the RFQ by submitting a Contractor Application, which is on file in the City’s Procurement Office and which is incorporated herein by reference.

H. The City determined that the Contractor was eligible to be placed on the Prequalified Contractor List and the City desires to enter into an Agreement with the Contractor for rehabilitation and/or demolition services (the “Services”).

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. **Term of Agreement.**

1.1 **Initial Term.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2021 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 **Renewal Terms.** After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms automatically (each, a “Renewal Term”) subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 **Non-Default.** By consenting to a Renewal Term as set forth above, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. **Scope of Work.** The City will develop a specific scope of work for each project. Contractor shall provide all necessary services including but not limited to obtaining permits,



providing labor, material equipment, supervision to perform work as set forth in each quotation and this agreement.

2.1 Review of Site and Scope of Work. Contractor shall carefully study and compare all drawings, specifications and instructions set forth in the Quotation. If Contractor discovers any discrepancies, errors, omissions or inconsistencies in the drawings or specifications, or between the drawings and specifications, or discovers any conflicts between existing site conditions and the requirements of the drawings and specifications, the Contractor shall immediately call all such discrepancies to the attention of the City.

2.2 Dimensions. The Contractor shall use, for data and dimensions, figures marked on the drawings in the Quotation in preference to what the drawings may measure to scale; but in the absence of figured dimensions, scale dimensions may be used with the prior, written concurrence of the City. The Contractor shall verify all dimensions shown and check all measurements in connection with any present building or buildings, level or grades, walks, driveways or other existing conditions before executing any work. Contractor shall report any errors or inconsistencies to the City immediately. It is the responsibility of the Contractor to contact Arizona Blue Stake, pursuant to ARIZ. REV. STAT. §§ 40-360.21 to 40-360.32, and provide Blue Stake verification of underground utilities on and off the site.

2.3 Energy Efficiency and Energy Star Guidelines. In performing the Services, the Contractor shall use best efforts to include improvements that result in increased energy efficiency of the Home in accordance with the Quotation. Energy efficient improvements must be cost effective, further ensure the long-term affordability of the Home, increase Owner sustainability and improve the overall appeal of the Home and neighborhood by replacing older obsolete products, systems and appliances with Energy Star and WaterSense labeled products.

2.4 Change Orders. Any changes in the Quotation, character or extent of the Services under this Agreement shall be made only by a prior, written Change Order signed by the Contractor and the Owner, and approved in writing by the City's housing rehabilitation coordinator or authorized designee (the "Rehabilitation Coordinator"), setting forth the changes in the Services, the extension of the Completion Date (as hereinafter defined), if any, and any adjustment of the Contractor's compensation. Each Change Order approved and accepted by the parties pursuant to this Agreement shall be attached hereto as Exhibit B and incorporated herein by reference. Contractor shall be responsible for all costs incurred in performing any work not authorized by the Quotation or an approved and accepted Change Order. Change Orders will not be issued to cover any cost, loss or expense for additional labor or materials required to rectify any error or inconsistency in the drawings and specifications of the Quotation unless Contractor gave prior notification to, and received written approval from, the City.

2.5 Correction of Services. Contractor shall promptly remove from the Home all work rejected by the Owner or agents of the City for failure to comply with this Agreement and the Quotation, whether or not incorporated in the construction. Contractor shall (A) promptly replace and re-execute the Services in accordance with this Agreement and the Quotation without expense to the Owner or the City and (B) bear the expense of repairing or replacing all work of other contractors destroyed or damaged by such removal or replacement. All removal and

replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten days after receipt of written notice of such rejection, the Owner may remove, or cause to be removed, such work and store materials at the expense of the Contractor.

2.6 Debris and Material Removal. Contractor shall keep the Home clean and orderly during the term of the Agreement and shall remove all debris and construction materials as they accumulate. Unless specified otherwise in the Quotation, materials and equipment that have been removed and replaced as part of the Services belong to the Contractor, and Contractor is responsible for the removal from the Home of such materials and equipment.

3. Completion of Services. Contractor shall begin the Services on the date specified in the written Notice to Proceed and shall complete the Services within the number of calendar days specified in the Quotation and documented in the Notice to Proceed (the "Completion Date").

3.1 Extensions. The Completion Date may be extended if (A) at least five business days prior to the Completion Date, the Contractor requests, in writing, to extend the Completion Date, (B) the City approves the extension in writing, as evidenced by the signature of the Rehabilitation Coordinator thereon and (C) the Owner approves the extension in writing.

3.2 Liquidated Damages. If the Contractor fails to complete the Services within the Completion Date or any extension of the Completion Date as set forth in subsection 3.1 above, Contractor shall pay to the Owner an amount of \$50.00 per day for each calendar day that occurs between the required Completion Date, or extension thereof, as set forth in subsection 3.1 above, and the actual date the Contractor completes the Services. The Contractor shall not be charged with liquidated damages or any excess costs when (A) the delay in completion of the Services is due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of God or of the public enemy, acts of the Owner, acts of another contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather and (B) the Contractor has promptly (within five days after occurrence of the delay event) given written notice of such delay to the Owner and to the City.

4. Procedure for Payment.

4.1 Final Inspection; Payment Request Packet. When Contractor has completed the Services, Contractor shall submit to the City (A) a payment request form, (B) an invoice of the Services performed and materials used, (C) a lien waiver waiving and releasing all of Contractor's and any subcontractor's or supplier's lien rights for work, labor and materials provided on the Home and (D) a certificate of completion stating the Services have been completed (collectively, the "Payment Request Packet"). After Contractor submits the Payment Request Packet, City shall perform a final inspection of the Home to confirm that the Services conform to the Rehabilitation Standards and at which time the Owner may identify any deficiencies in the Services. If, after inspection, deficiencies are identified, no payment shall be made to Contractor until the deficiencies have been corrected. After the final inspection, if the Services performed conform to the Rehabilitation Standards and the Quotation, City shall request the Owner's signature and

approval of the certificate of completion. If the Owner does not sign the certificate of completion and the Rehabilitation Specialist determines and certifies that the Services were completed in accordance with this Agreement and with the Quotation, the City may approve the payment request form without Owner's signature on the certificate of completion.

4.2 Payment. After a certificate of completion is signed by the Owner or a payment request form is approved pursuant to Section 4.1 above, the City shall pay to the Contractor an amount not to exceed the Contract Price for Services completed in compliance with the Quotation and Rehabilitation Standards, on a reimbursement basis and based upon work completed to date and upon the submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City. Upon completion of Services, the Rehabilitation coordinator or authorized designees shall perform a final inspection to ensure the services conform to the Quotation, attached as Exhibit A hereto.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Warranties. The warranties set forth in this Section shall survive the termination of this Agreement.

10.1 Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field. Contractor shall provide a two-year warranty on its Services to the Owner for each project.

10.2 Material and Equipment Warranty. Contractor shall guarantee all materials and equipment furnished for a period of two years from the date of final inspection for each project. Contractor warrants and guarantees for a period of two years from the date of final inspection of the Home that all completed systems are free from all defects due to faulty materials or workmanship. Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may, after giving 30 days' notice to the Contractor, make such repairs and charge the Contractor the cost thereby incurred. The Owner shall hold the City harmless should the Contractor not return to correct defects covered under this warranty. The City will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

#### 12.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Suspension; Termination; Cancellation.

13.1 Suspension of Services. The Owner may suspend the Services or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the City, which notice shall fix the date on which work shall be resumed. The Contractor shall resume the Services on the date so fixed in the notice. The City may, at its sole discretion, grant Contractor an increase in the Contract Price or an extension of the Completion Date, or both, directly attributable to any suspension.

13.2 Termination for City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, the City shall pay Contractor for all undisputed services performed to the termination date.

13.3 Termination for Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event



of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

13.4 Termination Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned or in the event that Services are suspended pursuant to Subsection 13.1 above and Contractor fails to resume Services on the date fixed in the notice. In the event of such termination due to work stoppage, the City shall pay the Contractor the undisputed portion of its fee due as of the termination date.

13.5 Termination for Bankruptcy; Insolvency. This Agreement may be terminated by the City upon ten days' written notice to Contractor in the event the Contractor (A) does not pay its debts when they become due; (B) has filed, or consented by answer or otherwise to, a petition for relief or reorganization and bankruptcy or insolvency law of any jurisdiction; (C) makes an assignment for the benefit of its creditors in lieu of taking advantage of any such bankruptcy or insolvency law; (D) consents to the appointment of custodian, receiver, trustee or other officer with similar powers with respect to any substantial part of its property; or (E) is adjudicated insolvent or takes corporate action for the purpose of any of the foregoing. In the event of such termination for bankruptcy or insolvency, the City shall pay the Contractor the undisputed portion of its fee due as of the termination date.

13.6 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other Party to the Agreement in any capacity or a Contractor to any other Party of the Agreement with respect to the subject matter of the Agreement.

13.7 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City or to the Owner for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.8 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good

faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement 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, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:                   City of Avondale  
                                          11465 West Civic Center Drive  
                                          Avondale, Arizona 85323  
                                          Attn: Charles A. Montoya, City Manager

With copies to:                City of Avondale  
                                          11465 West Civic Center Drive  
                                          Avondale, Arizona 85323  
                                          Attn: Jill Lin, Procurement Officer

                                          City of Avondale  
                                          11465 West Civic Center Drive  
                                          Avondale, Arizona 85323  
                                          Attn: City Attorney

If to Contractor:             \_\_\_\_\_  
                                          \_\_\_\_\_  
                                          \_\_\_\_\_  
                                          Attn: \_\_\_\_\_

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Quotation, the Notice to Proceed and invoices, the documents shall govern in the order listed herein.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

15. Equal Employment Opportunity; Nondiscrimination; Minority Business Enterprise Utilization.

15.1 Equal Employment Opportunity. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246 as amended by Executive Order 11375, 11478 and 12086 and as supplemented by Department of Labor regulations (41 CFR Chapter 60), the rules, regulations and relevant orders of the Secretary of Labor and relevant federal regulations including, but not limited to, 24 CFR Part 8, 24 CFR 100.205, 24 CFR 570.487, 24 CFR 570.602 and 24 CFR 570.201.

15.2 Nondiscrimination. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, 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 agency setting forth the provisions of this nondiscrimination clause.

15.3 Solicitations; Advertisements. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.4 Labor Union. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitment under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

15.5 Information and Reports. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records

and accounts by the City, HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

15.6 Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government-funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.

15.7 Subcontracting Provisions. The Contractor shall include the provisions of subsections 15.1 through 15.7 in every subcontract or purchase order, specifically or by reference, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of its subcontractors or vendors. 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 a 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.

15.8 Women and Minority Owned Business Enterprises. The Contractor shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement and will document these efforts to the City. As used in this Agreement, the term "minority and women owned business enterprise" means a business at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Contractor may rely on written representation by businesses regarding their status as minority and women owned business enterprises in lieu of an independent investigation.

15.9 Employment Restrictions.

A. Prohibited Activity. The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

B. Labor Standards. The Contractor agrees to comply with the applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act and all applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Services may be subject to the Davis-Bacon Act and the Copeland "Anti-Kickback" Act depending upon the size of the Home. Davis- Bacon wages do not apply to single-family home rehabilitation, but if the property contains eight or more units, the Contractor will be required to pay its contractors Davis- Bacon wages. It is anticipated that federal prevailing wage rates, including the Copeland "Anti-Kickback" Act, will not be required for the Services. If necessitated by the requirements of the Services, the current wage rates will be provided in the Quotation

packages and the Contractor agrees to comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. If applicable, the Contractor shall maintain documentation which demonstrates compliance with this subsection. The Contractor will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this subsection.

15.10 “Section 3” Clause. The work to be performed pursuant to this Agreement is subject to the provisions of “Section 3” of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The Parties to this Agreement will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and all applicable rules and orders of HUD issued thereunder prior to execution of this Agreement. The Contractor and Owner certify and agree that no contractual or other disability exists which would prevent compliance with these requirements. The Contractor further agrees to include the following “Section 3” requirements provision in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and 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’ requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part residing in, the metropolitan area in which the project is located.”

16. Environmental Conditions.

16.1 Air and Water. The Contractor agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: (A) Clean Air Act, 42 U.S.C. 7401, et seq., (B) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 33 U.S.C. 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder, (C) Executive Order 11738, providing for the Administration of the Clean Air Act and the federal Water Pollution Control Act and (D) Environmental Protection Agency (“EPA”) regulations pursuant to 40 CFR Part 50, as amended.

16.2 Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Contractor shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

16.3 Lead-Based Paint. The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be



subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 24 CFR Part 35 and 29 CFR Part 1926, as amended. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. Contractor shall comply with any state and local laws or regulations governing environmental hazards and their remediation. Obligations under these regulations include, but are not limited to, the following:

A. Lead Content. Contractor shall not use or subcontract to a contractor who uses lead-based paint having more than 6/100 of 1% lead content by weight in the performance of this Agreement.

B. Protection of Workers. Contractor shall protect its workers disturbing lead painted surfaces, including, but not limited to the following:

(1) Contact the Inspector. Contractor shall contact the inspector for the Owner and City before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

(2) Air Quality Monitoring. Contractor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by the Occupational Safety and Health Act ("OSHA"). If air quality monitoring results exceed 30 ug/cu. For an eight-hour period, then worker blood testing and monitoring requirements provided in OSHA shall apply.

(3) Protective Equipment. Contractor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.

(4) Containment. Contractor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

(5) Facilities. Contractor shall make proper facilities available for worker hygiene when entering or exiting a work area.

(6) Signage. Contractor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

(7) Cleaning. Contractor shall ensure that specialized cleaning of containment areas is complete before reoccupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by HUD and local or state Departments of Health.

C. Removal of Paint. Contractor shall not use the following methods to remove paint that is, or may be, lead-based paint.

- (1) Open flame burning or torching.
- (2) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
- (3) Abrasive blasting or sandblasting without HEPA local exhaust control.
- (4) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
- (5) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. of electric outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in one interior room or space, or totaling no more than 20 sq. ft. on exterior surfaces.
- (6) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or other hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

16.4 Asbestos. The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to OSHA regulations at 29 CFR Part 1926, as amended, and EPA regulations. Contractor shall comply with any state and local laws or regulations governing environmental hazards and their remediation. Obligations under these regulations include, but are not limited to, the following:

A. Abatement. If asbestos are identified during the initial inspection, Contractor shall not begin the Services until all abatement has occurred. Abatement contractors must be certified.

B. Asbestos-Free Materials. The project is to be constructed by the Contractor with asbestos-free materials. The Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its subcontractors or agents, the Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the City notwithstanding any statute of limitations or other legal bar to any claim by the City.

16.5 Historic Preservation. The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this

Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are 50 years old or older or that are included on the Federal, state or local historic property list.

17.5. Access to Property. Prior to substantial completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portions of the Home, but the Owner shall not reside in the Home during the period that Contractor is performing the Services. Such use shall not constitute an acceptance of such portions of the Services. The Owner shall have the right to enter the Home for the purpose of doing work not covered by this Agreement. This Section shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Home, or the restoration of any damaged Services except such as may be caused by agents or employees of the Owner.

[SIGNATURES ON FOLLOWING PAGES]

**CITY OF AVONDALE**  
**NEIGHBORHOOD & FAMILY SERVICES DEPARTMENT**

**SECTION B**

**NFS 20-040**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

**“City”**

CITY OF AVONDALE,  
an Arizona municipal corporation

\_\_\_\_\_  
Charles A. Montoya, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Marcella Carrillo, City Clerk

**“Contractor”**

\_\_\_\_\_  
a(n) \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

---

[Sample Request for Quotation.]

See following page(s).



CITY OF AVONDALE  
Neighborhood & Family Services Department  
1007 South 3rd Street  
Avondale, AZ 85323  
Phone: 623-333-2700  
Fax: 623-333-0270

**REQUEST FOR QUOTATIONS  
For  
Housing Rehabilitation Services**

**NFS 20-XXX-XX**

**Due Date: All quotes due by \_\_\_\_\_, 1:00 PM.**

**Mandatory Prospective Contractors' Site Walk-Through: \_\_\_\_\_ at 8:00 A.M.**

**Section I – Introduction**

The City of Avondale (the "City") Neighborhood and Family Services Department is seeking quotations from contractors on the Pre-qualified Contractor's List to provide all material and labor required in accordance with the Specifications, attached hereto as Exhibit A and incorporated herein by reference (the "Project"). Contractors must submit take into consideration the entire Project, inclusive of the related Plans and/or Construction Drawings. Contractors selected pursuant to this process will be required to repair or rehabilitate the property in accordance with (i) the Specifications developed by the City, attached hereto as Exhibit A and (ii) applicable laws, City codes and ordinances, and other requirements, including but not limited to, Energy Star, International Energy Conservation Code (IECC, 2009 edition or better), HUD Housing Quality Standards and the Maricopa HOME Consortium Housing Rehabilitation Standards, as referenced in the Professional Services Agreement.

The selected contractor shall begin work on the Project on the date specified in the written Notice to Proceed and shall complete the Project within \_\_\_ calendar days after the date specified in the Notice to Proceed.

**Section II - Property Location**

The location of work for this quotation is:

\_\_\_\_\_  
Avondale, AZ 85323

**Section III – Pricing**

All work shall be performed at the unit prices as set forth in the Specifications, attached hereto as Exhibit A. Quotation prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the pricing section of the Specifications, attached hereto as Exhibit A, shall result in a determination that a Quotation is non-responsive.**

#### **Section IV – Instructions and Conditions:**

1. Irregular/Non-responsive Quotations. The City will consider as “irregular” or “non-responsive” and reject any Quotation lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized conditions, limitations or provisions shall be cause for rejection. Quotations may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City, any of the following are true:
  - a. Contractor does not meet the minimum required skill, experience or requirements to perform or provide the services necessary to complete the Project.
  - b. Contractor has a past record of failing to fully perform or fulfill contractual obligations.
  - c. Contractor cannot demonstrate financial stability.
  - d. Contractor’s Quotation contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Quotation.
2. Specification Minimums. Contractors are reminded that the Specifications stated in this Request for Quotations are the minimum levels required and that Quotations submitted must be for services and/or products that meet or exceed the minimum level of all features specifically listed in this Request for Quotations. Quotations offering less than the minimum specified are not responsive and should not be submitted. It shall be the contractor’s responsibility to carefully examine each item listed in the Specifications.
3. Approval of Substitutions; Use of Equals. The materials, products, and equipment described in this Request for Quotations establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. When the Specifications for materials, articles, products and equipment include the phrase “*or equal,*” the contractor may submit a Quotation upon and use materials, articles, products and equipment which will perform equally the duties imposed by the general design. The City will have the final approval of all materials, articles, products and equipment proposed to be used as an “equal.” No substitute or “equal” will be considered unless a written request has been received by the City or its representative at least two City working days (Monday through Thursday, excluding holidays) prior to the due date listed above. Each such request shall include the name of the material or equipment for which it is to be substituted or is sought to be considered an equal and a complete description of the proposed substitute or equal, including any drawings, cuts, performance and test data and any other information necessary for evaluation of the substitute. If a substitute or an equal is approved, the approval shall be by written addendum to the Request for Quotations. Contractors shall not rely upon approvals made in any other manner. No such “substitute” or “equal” shall be purchased or installed without prior written approval from the City.
4. Proposal Quantities. The quantities of the various classes of work to be done and the material to be furnished, which have been estimated as stated in this Request for Quotations, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Quotations presented for the work on the Project. The selected contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (a) invalidate this Request for Quotations, or the whole or any part of the work in accordance herewith and for the prices herein agreed upon and fixed therefore, (b) excuse a contractor from any of the obligations or liabilities hereunder or (c) entitle a contractor to any damage or compensation except as may be provided in the Professional Services Agreement.

5. Mandatory Pre-Bid Walk-Through. A Mandatory Prospective Contractors' Site Walk-Through shall be held at the date and time indicated above. Prospective contractors must arrive at the scheduled time and sign in with the City Representative in order to be eligible to submit a Quotation for the Project. Quotations shall not be accepted from contractors who do not attend the Mandatory Prospective Contractors' Site Walk-Through or from those that arrive more than five minutes after the scheduled time. The purpose of the Pre-Bid Walk-Through will be to clarify the contents of the Request for Quotations in order to prevent any misunderstanding of the City's requirements. A City Representative will be present to answer questions. Any doubt as to the requirements of this Request for Quotations or any apparent omission or discrepancy should be presented to the City at the Mandatory Pre-Bid Walk-Through. The City will then determine if any action is necessary and may issue a written addendum to the Request for Quotations. Oral statements or instructions will not constitute an amendment or addendum to the Request for Quotations.
6. New Materials. All material to be utilized by the contractor and included in the Quotation shall be new, unless otherwise stated in the Specifications.
7. Signed Quotations. All quotations must be signed with the firm name and by an officer or employee who is authorized to bind the firm.
8. Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a percentage and set forth as a separate item. It shall not be considered a lump sum payment item. It is the sole responsibility of the contractor to determine any applicable State tax rates and calculate the Quotation accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Quotation is non-responsive. The contractor shall not rely on, and shall independently verify, any tax information provided by the City.
9. Federal Funding. It is the responsibility of the contractor to verify and comply with federal requirements that may apply to the work (the "Federal Requirements") as set forth in the Professional Services Agreement. It is also the responsibility of the contractor to incorporate any necessary amounts in the Quotation to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements, if any.
10. Conforming to Specifications. Material and equipment purchased will be inspected by the receiving City representative as to meeting the quality and quantity requirements of the request for quotations. When deemed necessary, samples of supplies or materials will be taken at random from stock received for analysis and test as to whether the material conforms in all respects to the specifications.
11. Public Record. All Quotations shall become the property of the City. After award of any agreement, Quotations shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Quotation that was designated as confidential pursuant to Section IV, Paragraph 15 below shall remain confidential from and after the time of Quotation opening to the extent permitted by Arizona law.
12. Confidential Information. If a contractor believes that a Quotation Specification or protest contains information that should be withheld from the public record, a statement advising the City representative of this fact shall accompany the submission and the information shall be identified. The Procurement Agent shall review the statement and information and shall determine in writing whether the information shall be withheld. The information identified by the contractor as confidential shall not be disclosed until the Procurement Agent makes a written determination. If the Procurement Agent determines to disclose the information, the Procurement Agent shall inform the contractor in writing of such determination.
13. Certification. By submitting a Quotation, the contractor certifies:



- a. No Collusion. The submission of the Quotation did not involve collusion or other anti-competitive practices.
- b. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- c. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Quotation or a resultant CDBG Rehabilitation Agreement. It (including the Contractor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff, unless such person is designated as a City Representative on the cover of RFQ NFS 15-050. All contact must be addressed to the City's Procurement Agent. Any attempt to influence the selection process by any means shall void the submitted Quotation and any resulting CDBG Rehabilitation Agreement.
- d. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the CDBG Rehabilitation Agreement.
- e. No Signature/False or Misleading Statement. The signature on the Quotation is genuine and the person signing has the authority to bind the contractor. Failure to sign the Quotation, or signing it with a false or misleading statement, shall void the submitted Quotation and any resulting CDBG Rehabilitation Agreement.

14. Award of Contract.

- a. Evaluation. The evaluation of this Quotation may be based on, but not limited to, the following: (1) compliance with Specifications, (2) price, including alternates, if any, (3) contractor qualifications to perform the work, and (4) the number of projects being bid at the same time. The City reserves the right to consider a combined award based on the totals of more than one bid that may be bidding at or around the same time.
- b. Waiver, Rejection, Reissuance. Notwithstanding any other provision of this Request for Quotations, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Quotations or portions thereof and (3) reissue a Request for Quotations.
- c. Offer. A Quotation is a binding offer to contract with the City based upon the terms, conditions and Specifications contained in the Professional Services Agreement, this Request for Quotations and the contractor's responsive Quotation, unless any of the terms, conditions, or Specifications are modified by a written addendum or the Professional Services Agreement amendment. Quotations become binding upon a counter signature by the City of a Request for Quotation Offer. Quotations shall be valid and irrevocable for 60 days after the due date listed above. In the event of any inconsistency, conflict or ambiguity among the terms of the Professional Services Agreement, this Request for Quotations and the contractor's Quotation, the documents shall govern in the order listed herein.
- d. Protests. Any contractor may protest this Request for Quotations issued by the City, the proposed award of agreement, or the actual award of an agreement. All protests will be considered in accordance with the City Procurement Code.

15. Addenda. It shall be the contractor's responsibility to check for addenda issued to this Request for Quotations. Any addenda issued by the City with respect to this Request for Quotations will be e-mailed to all contractor's on the Pre-Qualified Contractor List.

16. Address. Please submit the Quotation to the address or e-mail address on the first page of this Request for Quotations.

If you need additional information or have questions, please contact \_\_\_\_\_ by email at \_\_\_\_\_.

OFFER

The undersigned (the "Bidder") hereby offers this Quote as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Request for Quotations ("RFQ"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

<hr/> <p style="text-align: center;">Contractor Name</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p>City                      State                      Zip Code</p>	<p>For Clarification of this Quote contact:</p> Name: _____ Telephone: _____ Email: _____
<hr/> <p><b>Authorized Signature for Contractor</b></p> <hr/>	
<p>Printed Name</p> <hr/>	
<p>Title</p> <hr/>	
<p><b>ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY)</b></p>	
<p>Effective Date: _____ Contract No. _____ Official File: _____</p>	
<p>CITY OF AVONDALE, an Arizona municipal corporation</p> <hr/> <p>Charles A. Montoya, City Manager</p>	
<p>ATTEST:</p>  <hr/> <p>Marcella Carrillo, City Clerk</p>	<p>APPROVED AS TO FORM:</p>  <hr/> <p>Michael Wawro, City Attorney</p>

EXHIBIT A  
TO  
REQUEST FOR QUOTATIONS NO. NFS 20-XX-XX

[Specifications, Plans/Construction Drawings]

See following pages.

**[City to attach before issuance]**