

ORIGINAL

C-11214
10/20/2016

**AGREEMENT FOR
CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE**

City of Glendale Solicitation No. RFP 16-53

This Agreement for Clean and Lien Services for City Code Compliance ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Concrete Arizona, LLC, an Arizona limited liability company (the "Contractor"), as of the 20 day of October, 2016.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 16-53 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 **Services.** Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 **Project Team.**

a. **Project Manager.**

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. **Project Team.**

- (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. **Discharge, Reassign, Replacement.**

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$45,000 over the entire term of the Agreement, which includes the initial one year term and any renewal periods, as specifically detailed in Exhibit B (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 **Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. **Contractor and Sub-contractors.** Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. **General Liability.**
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. **Auto.** A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. **Workers' Compensation and Employer's Liability.** A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. **Notice of Changes.** Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. **Certificates of Insurance.**
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **Attestation of PCI Compliance.** The Contractor will provide the City a PCI-DSS attestation on an annual basis. Such certification of compliance must be signed by a responsible corporate officer or official.

11. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Concrete Arizona, LLC
c/o Peter Diaz
Owner
9240 West Missouri Avenue
Glendale, AZ 85305

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Tim Boling
Code Compliance Administrator
Development Services Department
Glendale, Arizona 85301
623-930-3611

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. **Concurrent Notices.**
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------|
| Exhibit A | Project |
| Exhibit B | Compensation |

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation



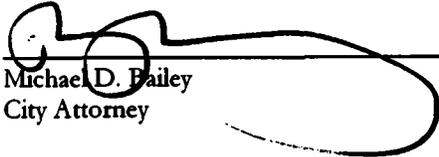
By: Kevin R. Phelps
Its: City Manager

ATTEST:



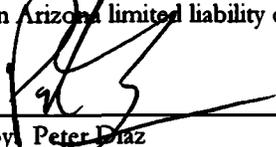
Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

Concrete Arizona, LLC,
an Arizona limited liability company



By: Peter Diaz
Its: Owner 10/11/16

EXHIBIT A
CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE
PROJECT

[See Attached]

EXHIBIT B
CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 5 of the Agreement. The amount of compensation and unit prices charged by the Contractor is provided in its response to RFP 16-53.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$45,000 over the entire term of the Agreement, which includes the initial one year term and any renewal periods.

DETAILED PROJECT COMPENSATION

Per RFP 16-53. See attached solicitation details.

EXHIBIT A



SOLICITATION NUMBER: RFP 16-53
CLEAN AND LIEN SERVICES FOR CITY CODE
COMPLIANCE

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

4.0

OFFER SHEET

ORIGINAL

4.1 **OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Peter Diaz CONCRETE Arizona, LLC
Authorized Signature Company's Legal Name

Peter Diaz 9240 West Missouri Avenue
Printed Name Address

Owner Glendale, AZ 85305
Title City, State & Zip Code

(623) 845 - 7070 1 (888) 400 - 1290
Telephone Number FAX Number

pete@concreteaz.com 07/26/2016
Authorized Signature Email Address Date

For questions regarding this offer: (If different from above)

PETER DIAZ (623) 341 - 1007 Cell 1 (888) 400 - 1290
Contact Name Phone Number Fax Number
pete@concreteaz.com
Email Address

State of Arizona Contractor's License No.: CR9 - 304959

FEDERAL TAXPAYER ID NUMBER: 47-3198514

Arizona Sales Tax No. _____ Tax Rate 6.3%

Offeror certifies it is a: Proprietorship Partnership _____ Corporation

Minority or woman owned business: Yes _____ No



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CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

5.0

PRICE SHEET

Offerors' pricing shall include, but is not limited to labor, vehicle, equipment, tools, materials, supplies, travel expenses, freight, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to perform the required services. **Sales tax shall not be included in the Unit Cost.**

LINE NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED NUMBER OF HOURS TO CLEAN PROPERTIES (A)	AVERAGE NO. OF SERVICE CALLS PER MONTH (B)	UNIT COST (C)	EXTENDED AMOUNT (A x B x C)
5.1	Cleaning and securing vacant properties to bring them into compliance with Glendale City codes as per Specifications	Per Hour	4 Hours	18	\$ <u>135.00</u> /Hour	\$ <u>540.00</u>
Monthly Grand Total						\$ <u>9,720.00</u>
ANNUAL GRAND TOTAL (Monthly Grand Total x 13 or 52 weeks)						\$ <u>126,360.00</u>



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ADDITIONAL SERVICES
(Refer to Specifications Section 1.12)

On certain occasions, additional tasks and services—in addition to or separate from cutting vegetation and trash removal specified herein—may be required of the Contractor as directed by the City. Additional services may include, but not limited to, minor property repairs such as fixing broken doors and windows, graffiti removal, pool cleaning, minor fence repair, removal of excessive trash from the property using dumpsters, etc.

Offerors may submit additional pricing on the following services as part of their proposal. These services are optional and are evaluated separately. The City, at its option, may or may not, include these services in the final scope of work.

LINE NO.	DESCRIPTION	UNIT COST
5.2	Hourly rate for other services, including but not limited to, repairing broken windows, doors, pool cleaning, minor fence repair, etc. (Please specify other applicable services below): 2 men crew and truck _____ _____ _____	\$ <u>90.00</u> /Hour
5.3	Charge for the use of a dumpster: 10 Yard Dumpster 15 Yard Dumpster Other: _____	\$ <u>300.00</u> /Dumpster \$ <u>350.00</u> /Dumpster
5.4	Hourly rate for emergency after hours cleaning services	\$ <u>135.00</u> /Hour

5.5 TAX AMOUNT Offeror should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: _____%

5.6 DELIVERY Offeror agrees that all services shall be performed or delivered in accordance with the SPECIFICATIONS.

Company Name: CONCRETE ARIZONA, LLC



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SPECIFICATIONS

1.0 INTRODUCTION

- 1.0.1 The City of Glendale, Arizona ("City") Code Compliance Division invites sealed proposals from qualified firms experienced in cleaning up and securing vacant properties to bring them into compliance with Glendale City codes.
- 1.0.2 The resulting agreement shall be to provide routine cleanup including but not limited to, property inspection, cutting vegetation in and around the property and trash removal of vacant properties located within the jurisdiction of the City of Glendale.
- 1.0.3 Offerors' pricing shall include, but is not limited to labor, vehicle, equipment, tools, materials, supplies, travel expenses, freight, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to perform the required services.
- 1.0.4 This solicitation and subsequent contract(s) shall be on an "as-needed" basis. The City reserves the right to schedule routine cleanup schedules on various properties when deemed necessary by the City.
- 1.0.5 The Code Compliance Division oversees the resultant contracts. Other City departments such as Parks and Recreation, Field Operations, Water Services, Police, Fire, etc. may also use the resultant contracts at their discretion.
- 1.0.6 The City reserves the right to award the resultant contracts to multiple vendors to best meet the needs of the City.

1.1 BACKGROUND

- 1.1.1 Code Compliance is a division of the City of Glendale Development Services Department. Code Compliance is responsible for ensuring compliance with City codes and ordinances. These regulations are local laws adopted by the Glendale City Council and represent community standards. These community standards have been established to promote health and safety, protect the community from blight and deterioration and enhance the livability of the City.

Past economic conditions, mortgage foreclosures and/or bankruptcies have caused many homes and buildings to become vacant or abandoned. This created or may in the future cause properties to become attractive nuisances for minors and/or criminal activity. Vacant properties have a negative impact on surrounding properties and neighborhoods. Potential property buyers are or may be deterred by the presence of nearby vacant abandoned buildings. There is or may be an increased instance of unsecured or open doors and windows, broken water pipes, flooded basements, theft of metals and other materials, overgrowth of grass, weeds, shrubs and



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bushes, illegal dumping, rat and vermin activity at vacant structures. Such neglect devalues properties and causes deterioration in neighborhoods and industrial and commercial areas.

The awarded Contractors will be responsible for cleaning and securing vacant and abandoned properties in compliance with City codes.

1.1.2 The following are estimated statistics to assist Offerors in responding to this RFP:

Estimated number of vacant or abandoned properties annually cleaned in Glendale: 200
Average number of property cleanup frequency or calls per month: 15-18
Average time spent cleaning each property: 2-4 hours

1.2 SCOPE OF WORK

GENERAL REQUIREMENTS. Vacant property cleanup includes, but not limited to the following:

1.2.1 Contractor shall keep vacant properties free of the following:

- 1.2.1.1 Weeds or grass more than six (6) inches high.
- 1.2.1.2 Vegetation growth between sidewalk and/or driveway or from cracks in the pavement.
- 1.2.1.3 Dry brush, dead vegetation, trash, junk, debris, building materials and rodent shelters or animal droppings.
- 1.2.1.4 Discarded items, including but not limited to furniture, clothing, large and small appliances, printed materials, signage, containers, equipment and construction materials.
- 1.2.1.5 Any illegal outside storage of vehicles.
- 1.2.1.6 Contractor shall be responsible for disposing waste and trash in compliance with Federal, State, County and City requirements. Contractor is solely responsible for any disposal fees (dumping charges, etc.).
- 1.2.1.7 Contractor shall fix or maintain the structural integrity of any worn out or broken property fence or barrier.
- 1.2.1.8 Contractor shall remove and/or paint over graffiti, tagging or similar markings with exterior grade paint that matches the color of the exterior structure.
- 1.2.1.9 Contractor shall keep the vacant property secure so as not to be accessible to unauthorized persons. Property windows, doors (walk-through, sliding and garage),



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gates and any other opening shall be closed and secured. (See Exhibit A for Long Term Method of Securement).

- 1.2.1.10 If accessible, Contractor shall remove any perishable materials left inside the property such as food, etc. to avoid rodent and pest infestation.
- 1.2.1.11 Contractor shall immediately notify the City's contract administrator of any damage done to vacant properties, including missing signs, damage to doors and windows, etc.
- 1.2.1.12 Contractor shall immediately notify the City's contract administrator of any public health or safety hazard in any of the vacant properties.
- 1.2.1.13 Contractor shall keep the vacant properties safe and take all necessary precautions to ensure the safety of the public and City inspectors.
- 1.2.1.14 Contractor shall not perform any work on any vacant property without the express authorization from the City's contract administrator or his designee.

1.3 SERVICE CALLS

- 1.3.1 Contractor shall promptly respond to the City's request for service within three (3) business days. Contractor must give an estimated time of arrival (ETA) at the time the City contacts the Contractor.
- 1.3.2 Contractor shall perform work activities as scheduled by the City and at times that maximize public safety and minimize disruption to the community. Whenever necessary, work should be performed Monday through Friday from 6AM-6PM. No overtime charges will be allowed by the City.
- 1.3.3 In case of an emergency, Contractor must provide an after-hours telephone number where they can be contacted immediately, and the Contractor must call back within two (2) hours of the originating call.

1.4 SCHEDULED SERVICES

- 1.4.1 When a cleanup is scheduled for a property, Contractor shall follow the schedule as set by the City. Contractor shall make every effort to stay on schedule and shall complete all work as scheduled unless unforeseen circumstances out of the control of the Contractor cause delays. All scheduled items not completed on time must be reported to the contract administrator or designee in writing/e-mail with an explanation of why the work was not completed and when this work will be completed.



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1.4.2 The City's contract administrator or designee shall determine if work not done on schedule constitutes noncompliance.

1.5 PERSONNEL REQUIREMENTS

1.5.1 Contractor shall understand that the City may initiate a background check administered by the Police Department should it be determined to be in the City's best interest.

1.5.2 Contractor's staff shall have legal status to work in the United States to perform services under this contract.

1.5.3 Contractor shall agree that any of its employees who may be assigned to perform work under this contract shall be used exclusively for that purpose during the time in which they are working in areas covered by this solicitation.

1.6 CONTRACT PRICING

1.6.1 The Contractor shall submit estimates of the total cost of each project for approval by the City prior to the start of any project.

1.6.2 Pricing for each project shall be based on the unit prices in the Price Sheet. Unit price shall include, but is not limited to labor, vehicle, equipment, tools, materials, supplies, travel expenses, freight, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to perform the required services.

1.6.3 No overtime charges, gas surcharges or additional charges to the City shall be allowed. Contractor's charges shall be based on contract pricing only.

1.6.4 Pricing estimates for materials and supplies listed under Additional Services shall be based on current market rates and City-approved material costs.

1.7 INVOICING AND PAYMENT

1.7.1 Contractor's work will not be accepted or authorized for payment until a detailed written report or invoice is received and approved by the City. The report or invoice shall specify the property location, description of the services rendered.

1.7.2 Payment terms shall be net 30 days.

1.8 MONITORING OF CONTRACTOR'S PERFORMANCE

1.8.1 The City shall inspect the quality of work or service performed by the Contractor upon conclusion of each project.



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- 1.8.2 The City may also conduct random inspections of the properties serviced under this contract. If the City determines that the work has not been completed, the City will not be responsible for payment of said work.
- 1.8.3 If Contractor's performance or quality of work is deemed unsatisfactory by the City contract administrator, the contract administrator reserves the right to callback or notify the Contractor via email to correct the deficiencies. Upon receipt of notice of unsatisfactory performance, the Contractor shall have three days from the time of the notification to initiate corrective action in any specific instance of unsatisfactory performance at no additional cost to the City. The Contractor is required to send detailed information on how the deficiencies will be corrected and how the Contractor will avoid any recurrence.
- 1.8.4 If, after the fifth day, the Contractor has not initiated corrective action, the City has the right to immediately complete the work to its satisfaction. Any or all costs associated to complete the work may be deducted from any amounts owed the Contractor. This does not pertain to emergency responses.
- 1.8.5 The City and the Contractor may conduct joint inspections of the properties when needed. The date and time shall be mutually agreed upon by both parties.

1.9 PROPERTY DAMAGE

- 1.9.1 Contractor shall be responsible for repair and restoration of any damage to vacant properties if the damage is caused by the Contractor's negligence. Repair and restoration shall be to the satisfaction of the City's contract administrator. The repair and/or restoration of the damages shall be performed at no additional cost to the City.

1.10 SECURITY

- 1.10.1 The City does not assume any responsibility at any time for the protection of, or for loss of, Contractor's tools, equipment, vehicle, supplies, materials, etc. during the term of this contract.

1.11 USE OF CHEMICALS

- 1.11.1 Contractor shall not use pesticide treatments on vacant properties or exercise pest control procedures without authorization from the City's contract administrator and/or without an appropriate license from the State of Arizona Office of Pest Management.
- 1.11.2 In the event that the Contractor uses chemicals in the cleanup of vacant properties, Contractor should list the chemicals to be used and shall submit a Material Safety Data Sheets (MSDS) to the City contract administrator.



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1.12 ADDITIONAL SERVICES

- 1.12.1 On certain occasions, additional tasks and services—in addition to or separate from cutting vegetation and trash removal specified herein—may be required of the Contractor as directed by the City. Additional services may include, but not limited to, minor property repairs such as fixing broken doors and windows, graffiti removal, pool cleaning, minor fence repairs, removal of excessive trash from the property using dumpsters, etc.
- 1.12.2 The Contractor shall provide all necessary personnel and equipment to perform the additional services, including any needed increases in personnel and/or additional equipment above and beyond what is currently provided by the Contractor. The Contractor shall be compensated for labor at the hourly rate as specified in the contract. Contractor's estimates for materials and supplies to be used shall be based on current market rates and City-approved material costs.
- 1.12.3 The contract administrator, prior to beginning work, must approve all additional services. Work or services performed by the Contractor without the prior approval by the contract administrator may not be compensated.



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3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All offers submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/procurement/PubDocuments/SAVE-members.pdf>

3.4 PRICE All prices quoted shall be firm and fixed for the specified contract period.

3.5 FOB DESTINATION quoted shall be FOB destination to: City of Glendale, Arizona.

3.6 TERM OF AGREEMENT The term of this agreement shall be for a one (1) year initial period.

3.7 OPTION TO EXTEND The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years in one (1) year



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increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

- 3.8 PRICE ADJUSTMENTS** Contractor shall submit a request for a rate increase a minimum of 60 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The requested increase shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/services concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 3.9 DELIVERY TIME** All deliverables shall be made in accordance with the Specifications.
- 3.10 CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. If this occurs, the Contractor will be requested a negotiable quotation for the additional products or services. All changes shall be documented by formal amendment to the contract.
- 3.11 PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 3.12 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.13 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or sub-Contractors.



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3.13.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 3.13.1.1 **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 3.13.1.2 **Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3.13.1.3 **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.



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Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.14 INDEMNIFICATION CLAUSE To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or sub-Contractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.15 WORKERS' COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-Contractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any



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of his sub-Contractors, shall be considered the employees of such Contractor, or his sub-Contractor(s), and not the employees of the City.

- 3.16 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card.

- 3.17 CANCELLATION** The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 3.17.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.17.2 The Contractor fails to perform adequately the services required in the contract.
- 3.17.3 The Contractor attempts to impose on the City products which are of an unacceptable quality.
- 3.17.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.17.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract. If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:
 - a. Cancel the contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
 - d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Contractor by:
 - 1. Deduction from an unpaid balance;
 - 2. Any combination of the above or any other remedies as provided by law.



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- 3.18 WARRANTIES** Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.
- 3.19 NON-DISCRIMINATION** By submitting this Offer, Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-Contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any sub-Contractors, warrants compliance with this section.

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2.4.1. FIRM AND PERSONNEL QUALIFICATION AND EXPERIENCE:

2.4.1.1 COMPANY PROFILE AND SERVICE HISTORY:

CONCRETE Arizona, LLC (previous name CONCRETE AZ, Inc.) aggressively pursues to work with its clients, i.e., government, general contractors, builders, owners to competitively bid and complete all projects in a professional, timely, proficient and meticulous oriented manner. We provide continuity throughout every phase of a project. Our extensive experience, background, and attention to detail puts us in the most advantageous edge when confronted with unforeseen circumstances in any project. The owner has over 35 years experience in the construction sector. CONCRETE Arizona, LLC has the financial capability and equipment availability to provide the services required by this contract with the City of Glendale, Arizona. CONCRETE Arizona, LLC has provided the services specific to RFP 16-53 to Commercial clients, and to various Residential/home owner clients and Realtors as well.

2.4.1.2 QUALIFICATIONS OF STAFF:

Peter Diaz, Owner, Estimator/Superintendent
Over 35 years experience in the Construction industry.
Responsibilities include Estimating, Project Management, hiring of employees, attend pre-bid meetings.

Victor Diaz, Superintendent
5 years experience in the construction industry.
Job site Superintendent.

Reyna Diaz, Administrator
Company Administrator. (Project Mangement, Human Resources, Accounting.)
Over 35 years experience as an Administrator. Specializing in the Construction and Finance sector.

Sara Madero, Office staff, Accounting / bookkeeping
Project Coordinator, bookkeeping.
4 years experience

2.4.1.3 COMPANY PROJECTS AND REFERENCES:

PROJECT 1:

Everkrisp Vegetables, Inc.

9202 West Harrison

Tolleson, AZ 85353

623-907-1417 office

Raul Melendez, Facilities Mangement, 602-622-0358 cell

Project date: 20 different projects that include cleaning and securing of site.
starting on 2011 to present.

Project name: Various names

Continuous various projects that entail cleaning, hauling, securing, and repair of premises.

PROJECT 2:

State of Arizona

Arizona Dept. of Juvenile Corrections, State of Arizona Adobe Mountain School

2800 West Pinnacle Peak Road

Phoenix, AZ 85027

Eddie Rodriguez, (480)-800-7293, cell ecrodriguez@azdjic.gov

Project date 10/07/15

Project name: Dishwashing rooms, clean-up, removal, haul away and repair.

PROJECT 3:

Johnson Carlier

738 South 52nd Street

Tempe, AZ 85281

602-275-2222

Project date: 06/26/2014

Project name: City of Phoenix, South Mountain Restrooms & Ranger Station

Restrooms demolition, removal, haul away, repair, clean up, securing.

2.4.2 METHOD OF APPROACH IN RESPONSE TO THE SPECIFICATIONS:

2.4.2.1 The owner of CONCRETE Arizona, LLC, and the Administrator have thoroughly and fully read, and understand the Specifications section of this project with the City of Glendale, RFP 16-53. The owner and Administrator are fully aware of what the Specifications of this project constitute in regards to the understanding of the specifications and requirements of this project, RFP 16-53 and all of its key elements that need to be considered. CONCRETE Arizona, has the experience, knowledge, capacity, and work history to fully undertake and successfully perform the scope of work and all the services required by the City of Glendale in this RFP 16-53.

24.3 CONFORMANCE TO RFP TERMS AND CONDITIONS:

The owner of CONCRETE Arizona, LLC, and the Administrator have thoroughly and fully read, and understand the Special Terms and Conditions section, from the beginning with the public records disclosure to the end with the non-discrimination laws. We are familiar with what entails under the specifications and terms and conditions sections of a contract. We hold consistent meetings with our staff and employees to make everyone aware of all specifications and terms and conditions on a specific project, so that everyone is aware of everything in relation to the project. Our office staff is experienced in the time frame sensitivity and documents required for, but not limited to submittals, city compliance, permits, change orders, directives, safety, deadlines, etc.

EXHIBIT B
CLEAN AND LIEN SERVICES FOR CITY CODE COMPLIANCE
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 5 of the Agreement. The amount of compensation and unit prices charged by the Contractor is provided in its response to RFP 16-53.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$45,000 over the entire term of the Agreement, which includes the initial one year term and any renewal periods.

DETAILED PROJECT COMPENSATION

Per RFP 16-53. See attached solicitation details.