

**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 Jon K. Takata Corporation, a California corporation, authorized to do business in Arizona dba Restoration Management Company (the "Contractor"), as of the 25 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:

Restoration Management Company  
c/o John Gallegos  
Project Manager  
3801 E. Roeser Road, Suite 14  
Phoenix, AZ 85040
  - 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



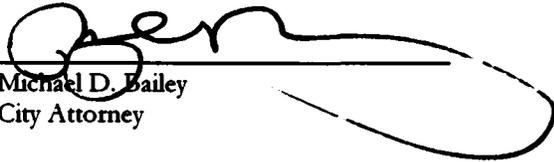
By: Kevin R. Phelps  
Its: City Manager

ATTEST:



Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey  
City Attorney

Jon K. Takata Corporation, a California corporation dba  
Restoration Management Company



By: ~~John Gallegos~~ Dave Glover  
Its: ~~Project Manager~~ Chief Financial Officer

**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.





**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**

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>48</u> /Hour | \$ <u>3,456.</u> <sup>00</sup>  |
| <b>Monthly Grand Total</b>                                       |  |                 |   |  |                    | \$ <u>3,456.</u> <sup>00</sup>  |
| <b>ANNUAL GRAND TOTAL (Monthly Grand Total x 13 or 52 weeks)</b> |  |                 |   |  |                    | \$ <u>44,928.</u> <sup>00</sup> |



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**Avenue, Suite 317**  
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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.<br>(Please specify other applicable services below):<br><u>emergency services</u><br><u>- fire &amp; water damage</u><br><u>- mold remediation</u><br><u>- asbestos Abatement</u> | \$ <u>48.<sup>00</sup>/<sub>hr</sub></u> /Hour                               |
| 5.3      | Charge for the use of a dumpster:<br>10 Yard Dumpster<br>15 Yard Dumpster<br>Other: _____  | \$ <u>400.<sup>00</sup></u> Dumpster<br>\$ <u>500.<sup>00</sup></u> Dumpster |
| 5.4      | Hourly rate for emergency after hours cleaning services  | \$ <u>52.<sup>00</sup></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: N/A %

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

Company Name: RESTORATION MANAGEMENT COMPANY

## **RESTORATION MANAGEMENT SUBMISSION REQUIREMENTS RFP16-53**

### **2.3.1.1 COMPANY PROFILE AND SERVICE HISTORY** Offerors shall describe their firm's profile and history. Summary should include the firm's resources, financial capability, equipment availability, staffing resources, number of years in business and similar history in providing the required services on the facility described.

Restoration Management Company (RMC), a certified Minority Business Enterprise (MBE) and Institute of Inspection Cleaning and Restoration Certification (IICRC) Company, offers emergency water, fire/smoke damage and biohazard services. Celebrating 31 years in business, RMC is the leader in emergency restoration throughout the State of California and Arizona – 10 branches responding to catastrophic emergencies throughout the state as well as the United States. RMC effectively responds to emergency biohazard cleanup efficiently and in a timely manner.

#### **Full Service:**

Provide full service cleaning and restoration for both content and structural damage to commercial and residential properties from fire/smoke, water/sewage, mold, trauma scene, asbestos and biological agents, commercial/industrial, and other services. Firm must possess the ability to respond 24-hours a day with the goal of containing the damage, preventing further damage, and restoring property and contents back to their pre-damaged condition.

#### **Fire/Smoke Remediation Services:**

Ability to clean deodorize, refinish, and restore hard furnishings, carpet, furniture, draperies, and other contents, including removing soot.

#### **Water/Sewage Remediation Services:**

Ability to restore and completely dry water-damaged interiors, restore soaked structural materials to their original condition, prevent future moisture problems, and protect un-flooded areas from humidity damage. For sewage related losses, follow the IICRC S500 standard which outlines procedures for remediation back-flows and proper remediation.

#### **Mold and Biological Agents Remediation Services & Testing:**

Ability to remove contaminated areas using the latest technology in remediation and to properly eliminate harmful microbiological contamination, emergency containment, content cleaning and storage, drywall removal, crawl space cleaning, estimation and consulting services, pre and post remediation testing, and adherence to industry recognized cleaning guidelines.

Ability to test for biological agents, including but not limited to: asbestos, mold, e coli and air quality.

#### **Trauma Scene Remediation Services:**

Ability to provide trauma scene clean ups.

#### **Asbestos Remediation Services:**

Ability to remove or encapsulate asbestos, interior demolition and cleaning, emergency containments, asbestos identification and post-remediation clearances, adherences to federal, state, and local regulations. Proper certification required.

**Commercial/Industrial Restoration Services:**

Ability to provide data recovery, corrosion control of high technology equipment, site analysis, smoke, odor or microbial remediation for structural damage, drying, categorization and reproduction of a document loss.

**Other Services & Project Management:**

Ability to provide for packing and storing of contents while restoration services are in progress.

Ability to perform HVAC cleaning.

Ability to provide daily on-site monitoring by a project manager.

**2.4.1.2 QUALIFICATIONS OF STAFF** Offerors shall briefly describe the overall experience of the key staff members and their experience with similar type projects.

A project manager oversees every job and is available for questions during the entire project. A project manager will be on site at the beginning of the project and will be in communication with our technicians daily and will communicate with the appropriate person from the City of Glendale daily. When performing water remediation, we provide daily monitoring of temperature and moisture readings using several types of moisture equipment. We record all relative humidity temperature and moisture levels so we can calculate grains per pound. All of this pertinent information is included in a report at the completion of the job. As an emergency service company we have seen, and experienced thousands of water, fire, mold, board-up, bio-hazard, and asbestos projects. There is not a job to large or too small for RMC to handle.

**2.4.1.3 COMPANY PROJECTS AND REFERENCES** Offerors shall identify at least three projects on which services in the last five years in which their company served as the primary contractor. Offerors should provide the project name and brief description of the project, highlight how the project is similar to the City's project, state the project amount, project owner and current contact telephone number and/or email address.

**1.) West County Waste Water District**

Marc Raynor, Collection System Supervisor 510-222-6700

Work performed: Emergency Restoration Services

Work performed: 24-Hour Emergency Restoration Services, Restorative Drying Services, Cleaning and Restoration Services, Asbestos, Mold, Water/Sewage, Fire/Smoke. (2016)

**2.) City of San Leandro**

Rick Orta, Supervisor

Work performed: Emergency Restoration Services

Work performed: 24-Hour Emergency Restoration Services, Restorative Drying Services, Cleaning and Restoration Services, Asbestos, Mold, Water/Sewage, Fire/Smoke. (2016)

3.) City of Antioch

Cleveland Porter, Collection System Superintendent 510-779-6970

Work performed: Emergency Restoration Services

Work performed: 24-Hour Emergency Restoration Services, Restorative Drying Services, Cleaning and Restoration Services, Asbestos, Mold, Water/Sewage, Fire/Smoke (2016)

4) Phoenix VA HealthCare System

Amanda Riggs, Assistant Chief of Engineering 602-277-55-51 X2015

Work Performed: Emergency Restoration Services

Work Performed: 24-Hour Emergency Restoration Services, Restorative Drying Services, Cleaning and Restoration Services, Asbestos, Mold, Water/Sewage, Fire/Smoke (2016)

## **2.4.2 METHOD OF APPROACH IN RESPONSE TO THE SPECIFICATIONS**

**2.4.2.1 Offeror shall describe their understanding of the specifications and requirements of this RFP and all the key elements that will need to be considered. Offeror should describe his company's experience and approach to successfully perform the services required by the City.**

**Offeror shall address the pertinent aspects of the project as per SPECIFICATIONS including but not limited to the following:**

In review of the RFP 16-53 from the City of Glendale the specifications and requirements requested on these projects is less than we at RMC expect from each of our emergency service teams. We at RMC have considerable experience in emergency service work whether that be to a commercial building and/or residential property. In any type of project, the following is a list of important items to consider:

1. Communication- Communicate with the client to determine the type of work that will need to be done. This is important so that you dispatch the correct team with the materials and equipment needed to complete the job.
2. Time Management- It is important to communicate with the team and the client the amount of time that will be needed to properly complete the job being requested.
3. Professional Workmanship-RMC's workmanship can be verified by communicating with the above listed references.

**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.