

**AGREEMENT FOR  
POND/LAKE MANAGEMENT SERVICES  
City of Glendale Solicitation No. RFP 24-55**

This Agreement for Pond/Lake Management Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Lake Maintenance Service, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

**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 24-55 (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; and
- 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 complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); 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 \$92,460, 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 warrants 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. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
  - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
  - 13.1 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.
  - 13.2 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:

Lake Maintenance Service, LLC  
c/o MaryAnne Karstadt  
700 N Neely St., #15  
Gilbert, AZ 85234  
service@lakemaintenance.com
    - 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 Anne Shadle  
5970 W Brown St.,  
Glendale, Arizona 85301  
(623) 930-2864

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.

14. **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.

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

15.1 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.

15.2 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.

- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**16. Term.**

- 16.1 Extensions. 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, 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 extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

**17. 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.

**18. Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. 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.mesaaz.gov/business/purchasing/save>

**19. 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

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By: Kevin Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Lake Maintenance Service, LLC,  
an Arizona limited liability company



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By: MaryAnne Karstadt  
Its: Owner

**EXHIBIT A**  
**POND/LAKE MAINTENANCE SERVICES**  
**PROJECT**

Contractor will provided pond/lake maintenance services per the scope of work.



**City of Glendale**  
**Solicitation Number: RFP 24-55 / 42400082**  
**POND/LAKE MANAGEMENT SERVICES**

**CITY OF GLENDALE**  
**Procurement Division**  
**5970 West Brown Street,**  
**Suite 210**  
**Glendale, Arizona 85302**

**1. INTRODUCTION**

The City of Glendale Parks and Recreation Department is seeking to contract with a company to provide the pond/lake and lake management services listed below.

**2. SERVICE LOCATIONS**

- A. All services listed below are required at Bonsall Park South Lake, located at 59th Avenue, south of Bethany Home Road. The lake is 2.40 surface acres minus the island on the northern side of the lake.
- B. All services listed below are required at Heroes Park, located on the northeast corner of 83rd Avenue and Bethany Home Road and is approximately 4.0 surface acres.

**3. CONTRACTOR REQUIREMENTS**

**A. Service Reporting**

- i. For weekly work, Contractor will provide a weekly service report detailing all the work performed as part of this contract.
- ii. For monthly work, Contractor will be provided with a monthly service report detailing all the work performed as part of this contract.

**B. Monitoring**

- i. Contractor must visit each site and inspect the ponds/lakes:
  - 1. Weekly – March through October
  - 2. Monthly – November through February
  - 3. The observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

**C. Visual Inspection**

- i. A visual inspection of the ponds/lakes will be performed during each visit to the site. The inspections shall include:
  - 1. Water levels
  - 2. Water clarity and quality
  - 3. Turbidity
  - 4. Beneficial aquatic vegetation
  - 5. Nuisance, invasive, or exotic aquatic vegetation
  - 6. Algae
  - 7. Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
  - 8. Erosion
  - 9. Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
  - 10. Forebays and inflowing or outflowing swales, ditches, and stream channels
  - 11. Vegetated buffers
  - 12. Sedimentation
  - 13. Nuisance animal activity



**City of Glendale**  
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**Glendale, Arizona 85302**

14. Fish habitat
  15. Mosquito breeding conditions and habitat
  16. Trash and debris
- ii. Any issues or deficiencies that are observed during this visual monitoring will be documented by Contractor staff and reported to the Department Representative per Service Reporting listed above.
  - iii. Department Representative will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond/lake structures. Notice will be provided telephonically and in writing.
  - iv. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the ponds/lakes.

**D. Aquatic Weed Control**

- i. Contractor must visit each site and inspect the ponds/lakes:
  1. Weekly – March through October
  2. Monthly – November through February
- ii. Any growth of undesirable aquatic weeds and vegetation found in the ponds/lakes must be treated and controlled through the application of aquatic herbicides and aquatic surfactants.
- iii. Invasive and unwanted submersed and floating vegetation must be treated and controlled preventatively and curatively during March through October through the use of systemic herbicides. Application will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

**E. Water Quality Monitoring**

- i. Pond/lake water samples must be taken and tested one time per year during the month of October for the following parameters:
  1. Temperature
  2. pH
  3. Hardness
  4. Phosphates
  5. Turbidity
  6. Dissolved oxygen
  7. Alkalinity
  8. Conductivity
  9. Total phosphorus
- ii. The results of the tests, along with recommendations and analysis of the results, will be provided to the Department Representative in a written report following each testing period.
- iii. Any data collected that needs immediate action to resolve an issue will be brought to the Department Representative's attention at once.



**City of Glendale**  
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**POND/LAKE MANAGEMENT SERVICES**

**CITY OF GLENDALE**  
**Procurement Division**  
**5970 West Brown Street,**  
**Suite 210**  
**Glendale, Arizona 85302**

**F. Algae Testing and Identification**

- i. Samples will be tested one time per year during the month of October for algae identification, classification, description and density, or biomass enumeration.
- ii. If there are any toxic algae species present, Contractor will notify Department Representative immediately telephonically and via email.
- iii. The results of the tests, recommendations and analysis of the results must be provided to the Department Representative in a written report within three (3) business days after the tests were performed. – inside testing-results within 3 days, outside testing-results within 7

**G. Pond/Lake Dye**

- i. Pond/lake dye must be applied to the ponds/lakes monthly.
- ii. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

**H. Water Analysis**

- i. Contractor will perform the following tests quarterly.
  1. pH
  2. temperature
  3. phosphates
  4. nitrates
  5. nitrites and ammonia
- ii. Report any unusual conditions to the Department Representative in a written report within three (3) days business days via email.

**I. Equipment Inspection/Maintenance**

- i. All aeration equipment and components must be inspected weekly. Any problems with the system must be reported to the Department Representative within three (3) days business days via email.
  1. Clean air filters and replace as needed.
  2. Check cooling fan for proper operation.
  3. Adjust air valves to balance air flow between diffuser heads.
  4. Clean aeration cabinet quarterly.
- ii. Any aerations parts and/or supplies required for equipment upkeep must be itemized on the invoice.
- iii. Any repair/service beyond routine maintenance listed are not included. Contractor must obtain approval from the Department Representative prior to commencing any such repair/service.

**J. Pond/Lake Algae Control**

- i. Contractor must visit each site and inspect the ponds/lakes:
  1. Weekly – March through October



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2. Monthly – November through February
- ii. Any algae found in the ponds/lakes with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

**K. Algaecide and Herbicide Applications**

- i. Contractor will apply several algaecides and herbicides which are EPA registered for aquatic use to control undesirable species of algae and aquatic weeds. Other specialty products such as clarifiers, defoaming agents, water colorant, and other water treatment products may be necessary to maintain consistent water appearance.
- ii. All labor cost associated with applications shall be included in the monthly fee.
- iii. Vectobac application (mosquito and midge fly control) labor is also included.
- iv. City of Glendale agrees to pay for all treatments (chemicals) of the water system.
- v. The following will constitute the parameters for chemical applications:
  1. Eradicate those species of weeds and algae which Contractor and the City of Glendale considers undesirable.
  2. Allow growth of those species of vegetation which Contractor and the City of Glendale consider beneficial to the fish habitat and water quality.
  3. Spot treat for undesirable species before large scale infestations become possible.
  4. Follow all manufacturers' label restrictions and application rates.
  5. All recommended treatments incurring an additional cost must be approved by Department Representative prior to application.

**L. Fountain Maintenance Service**

- i. Contractor must service each fountain monthly as follows:
  1. Perform amp test on the motor to verify appropriate amp load.
  2. Check incoming and outgoing voltage.
  3. Test motor GFCI protection breaker.
  4. Test contactor (starter).
  5. Test motor overload protection to make sure it is set and functioning properly.
  6. Check fuses.
  7. Make sure all wires, breakers, and other electronic parts are securely attached.
  8. Check timer and set as needed.



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9. Test lighting GFCI breaker in the control panel to make sure it is operating properly.
10. Check lighting timer and set as needed.
- ii. If the fountain or lights are not visibly operating properly or malfunctioning in any way as determined by the diagnostic checks specified above, the Contractor will perform the following:
  1. Perform ohm test to the cable to test for any shorts or resistance in the power cable between the control panel and the motor.
  2. Inspect motor shaft to ensure it is not bent and is turning smoothly and quietly. Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to ensure they are tightly attached and not bent or damaged in any way.
  3. Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
  4. Clean all lighting lens covers.
  5. Check each light and replace lamps that have burnt out. Replace any seals on light housing which are leaking.
  6. Replace any seals on light housing which are leaking.
- iii. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be itemized on the invoice.
- iv. All lights, seals, other replacement parts, and labor required for light replacements will be itemized on the invoice.
- v. All necessary repairs (parts and labor) covered by warranty must be performed at no additional charge to the City.
- vi. Any problems or malfunctions that are discovered during the maintenance service that cannot be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, must be quoted, written up, and submitted to the Department Representative for approval prior to proceeding with the work.
- vii. All fountain work will be performed by factory-certified service and repair technicians.

**M. Submersed Air Diffuser Aeration System Maintenance**

- i. Contractor must service Diffused Aeration Systems monthly.
  1. Compressor must be tested to ensure proper operation.
  2. Cabinet cooling exhaust fan must be checked to ensure proper operation.
  3. Compressor carbon vanes and seals must be changed annually or as needed.
  4. Compressor air filter/muffler assembly must be checked, cleaned, and replaced as needed.
  5. Diffuser air stones and/or membranes must be cleaned and replaced as needed.



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- ii. Any significant problems/malfunctions that are discovered during the maintenance service which are no longer under warranty, which are not part of routine maintenance, and that will require additional labor and/or parts, will be written up and submitted to the Department Representative for authorization.
- iii. All aerator work will be performed by factory certified service and repair technicians.
- iv. All replacement parts required for proper maintenance of the aeration systems will be billed as an additional charge.

**N. Permitting (when applicable)**

Contractor staff will be responsible for the following:

- i. Obtain any Federal, state, or local permits required to perform any work specified in this contract where applicable.
- ii. Attend any public hearings or meetings with regulators as required in support of the permitting process.
- iii. File any notices or year-end reports with the appropriate agency as required by any related permit.
- iv. Notifying the Department Representative of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

**O. City Responsibilities (when applicable)**

- i. City will be responsible for the following:
  - 1. Provide information required for the permit application process upon request.
  - 2. Provide Certified Abutters List for abutter notification where required.
  - 3. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - 4. Comply with any other special requirements or conditions required by the local municipality.
  - 5. Comply and enforce temporary water-use restrictions where applicable.

**P. General Qualifications**

- i. Contractor must be a licensed pesticide applicator in the state in which service is to be provided.
- ii. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- iii. Contractor must have a certified applicator that has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management.
- iv. Contractor must guarantee that all products used for treatment are EPA registered and labeled as appropriate and safe for use in ponds/lakes and



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other aquatic sites and are being applied in a manner consistent with their labeling.

- v. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract must meet or exceed all the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- vi. Company will furnish all personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at their expense.

**4. TERM**

The term of the resultant contract shall be for a one (1) year initial term.

**5. OPTION TO EXTEND**

Based on satisfactory Contractor performance, 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 renewable on an annual basis. Contractor should be notified via email by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.

**6. TYPE OF AWARD**

The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

**7. HOW WE CHOOSE**

**A. SCORING RESPONSES:**

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 40% Experience, Proven Performance, and Qualifications
- 25% Method of Approach
- 25% Cost
- 10% References

**B. EVALUATION PANEL:** Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.



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- C. PANEL CONTACT:** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- D. INTERVIEWS:** City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.
- E. ADDITIONAL INVESTIGATIONS:** City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.
- F. BEST AND FINAL OFFERS:** City may request best and final offers and will determine the scope and subject of any best and final request.
- G. PROPOSAL EVALUATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.
- H. NOTICE OF INTENT TO AWARD AND PROTEST PERIOD:** Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found [here](#).
- I. WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- J. OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- K. COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or



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confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

- L. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

- M. PROPRIETARY INFORMATION** Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.



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**N. SUBMISSION CHECKLIST**

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable “RESPONSE WORKBOOK” attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

**The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.**

<b>Checklist for Submitting Proposal</b>		<b>Complete (✓)</b>
<b>Submission Requirements</b>		
RESPONSE WORKBOOK(Offer sheet) Offeror Name Offeror Address		
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (7 questions)		
2. METHOD OF APPROACH (2 questions)		
3. REFERENCES (3 references)		
4. COST (Must be submitted in a separate electronic file) (1 question – Completed Pricing Workbook)		
ADDENDUM RESPONSE (if applicable)		
<b>Return of Offer</b>		
<ul style="list-style-type: none"> <li>Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.</li> </ul>		



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**O. SUBMISSION REQUIREMENTS**

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

**Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.**

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

**Helpful Hints:**

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.



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**EXHIBIT 1: SPECIAL NOTICES**

Special Notices - By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

**1. RETURN OF OFFER**

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

[https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/vendor\\_self\\_service\\_vss](https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service_vss) (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

**2. SITE VISITS**

Please see page 1 of this document regarding site visits..

**3. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS**

The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any



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other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

**4. CONFLICT OF INTEREST**

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

**5. INQUIRIES**

Any question related to the Request for Proposal shall be directed to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Procurement Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **FIVE days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise, it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.



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**6. SPECIAL TERMS AND CONDITIONS**

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

**7. PUBLIC RECORD REQUIREMENTS**

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

**8. PERMITS AND LICENSES**

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

**9. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES**

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

**10. NON-DISCRIMINATION**

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 subcontractors, warrants compliance with this section.

**11. NO CONSIDERATIONS** The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.



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12. **AUTHORIZED AGENT** The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.
13. **KEY PERSONNEL** If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.
14. **SITE INSPECTION** It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.
15. **OFFICIAL TIME CLOCK** The official time clock used to verify the date and time an offer is received is in the online bid system.
16. **DEFINITIONS** For purposes of this Request for Proposal and Resultant contract, the following definitions apply:
  - a. **“City”** means the municipal corporation of the City of Glendale, Arizona
  - b. **“Contract”** means the agreement for the procurement of goods, services and work.
  - c. **“Contractor”** means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
  - d. **“Offer”** means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
  - e. **“Offeror”** means the business, entity or person who submits an Offer in response to a competitive solicitation.
  - f. **“Public Record”** means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
  - g. **“Purchase Order”** means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.
  - h. **“Request for Proposal”** means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.



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## EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to this Request for Proposal:

<https://www.glendaleaz.com/common/pages/DisplayFile.aspx?itemId=18075866>

Standard Terms and Conditions – Revised 10/13/2021

- 1. TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.
- 2. ALTERNATE OFFERS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
- 3. EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
- 4. PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
- 5. UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
- 6. OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 7. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and



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does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

- 8. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 9. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 10. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 11. SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
- 12. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 13. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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



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of its owners, officers, directors, agents, employees or subcontractors. 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

- 14. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- 15. RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.
- 16. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
- 17. REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 18. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 19. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special



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Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.

- 20. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
- 21. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item 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.
- 22. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 23. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at [https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/notice\\_of\\_intent\\_to\\_award](https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award). Untimely protests will not be considered.
- 24. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 25. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.



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- 26. ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 27. SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 28. OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 29. OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at [procurement@glendaleaz.com](mailto:procurement@glendaleaz.com) and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.
- 30. LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.
- 31. OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 32. PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.
- 33. VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.



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- 34. PERFORMANCE SURETY REQUIREMENTS** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.
- PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.
- If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.
- 35. FUND APPROPRIATION CONTINGENCY** The Contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.
- 36. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.
- 37. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- 38. COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. 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.mesaaz.gov/business/purchasing/save>
- 39. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- 40. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as



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compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale (“City”) retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor’s warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

- 41. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
- a. Establishing and maintaining records and documentation
  - b. Monitoring the contractor’s performance
  - c. Handling issues and disputes
  - d. Exercising extension options
  - e. Initiating contract modifications
  - f. Initiating rebids or new solicitations

**42. FORCE MAJEURE**

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts



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of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- b. Force majeure shall not include the following circumstances:
- i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
  - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.



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### EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation addenda, or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

**1) INSURANCE REQUIREMENTS.** Offeror shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. Offeror is free to purchase such additional insurance as Offeror determines necessary.

**a) Minimum Scope and Limits of Insurance:** Offeror shall provide coverage with limits of liability not less than those stated below.

**i) Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(1) The policy shall be endorsed to include the following additional insured language: “**The City of Glendale and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.**” Such additional insured shall be covered to the full limits of liability purchased by the Offeror, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the “**City of Glendale and its departments, officers, officials, agents, employees and volunteers.**” This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**ii) Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000.



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- (1) The policy shall be endorsed to include the following additional insured language: "The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Offeror, involving automobiles owned, licensed, hired or borrowed by the Offeror." Such additional insured shall be covered to the full limits of liability purchased by the Offeror, even if those limits of liability are in excess of those required by this license.
- (2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the Offeror. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**iii) Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory	
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation endorsement in favor of the "**City of Glendale and its departments, officers, officials, agents, employees and volunteers**" for losses arising from Offeror activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**iv) Additional Insurance Requirements: The policies shall include or be endorsed to include the following provisions:**

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory



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endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor'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.

**EXHIBIT B**  
**POND/LAKE MAINTENANCE SERVICES**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

The method of payment is provided in Section 4 of this Agreement. The amount of compensation and unit prices charged by the Contractor is provided in the attached RFP 24-55 bid response.

**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 \$92,460.

**DETAILED PROJECT COMPENSATION**

Per attached RFP 24-55 bid response.



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**RESPONSE WORKBOOK**

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**5970 West Brown Street,**  
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Offeror to complete this Response Workbook and submit as their response to this RFP.

**COVER SHEET**

OFFEROR NAME: Lake Maintenance Service

OFFEROR ADDRESS: 700 N Neely St, #15, Gilbert AZ 85234



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**PRICING WORKBOOK**

**CITY OF GLENDALE**  
**Procurement Department**  
**5850 West Glendale**  
**Avenue, Suite 317**  
**Glendale, Arizona 85301**

**1. INSTRUCTIONS**

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – pricing to include all direct and indirect necessary expenses including but not limited to: visual inspections, reports, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

**2. PRICE SCHEDULE**

All services listed in the Scope of Work for both ponds/lakes \$1195. per month

Additional work	\$125 / hour
Parts	20% markup (max 20%)

**3. DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days**

Comply: YES  NO

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

**4. PAYMENT**

Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

**5. TAX AMOUNT**

Do not include any use tax or federal tax in your proposal.