

**AGREEMENT FOR
PROPERTY ABATEMENT**

City of Glendale Solicitation No. RSOQ 26-24

This Agreement for Property Abatement Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and BenMar Solutions, Inc., an Arizona corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the ____ day of _____, 2026.

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. RSOQ 26-24 (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 \$200,000, 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 \$2,000,000 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 \$2,000,000 per occurrence and \$4,000,000 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 \$2,000,000 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 \$2,000,000 per accident for Contractor and \$2,000,000 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:

BenMar Solutions, Inc.
c/o Anthony Bennifield
19605 N 23rd Way
Phoenix, AZ 85024
majictouch@cox.net
602-818-3765
 - 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 Shoalynn Gilliland
5970 W Brown St., Suite 210
Glendale, Arizona 85301
(623) 930-2863

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

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

BenMar Solutions, Inc.,
an Arizona Corporation

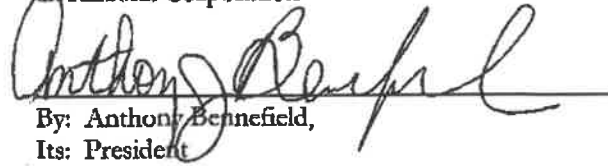

By: Anthony Bennfield,
Its: President

EXHIBIT A
PROPERTY ABATEMENT SERVICES
PROJECT

6. SCOPE OF WORK (RSOQ 26-24)

6.1 LOT CLEANING: The Contractor must perform property maintenance/clean-up, berm construction, and related earthmoving activities in such a manner that damage is not inflicted on existing grounds, landscaping, trees, utilities, or other structures. In the event the Contractor causes damage to the City of Glendale property (sidewalks, berms, barricades, driveway entrances, alley entrances, curbs, gutters, and streets) during operations, the Contractor must replace or repair the same at no cost to the City of Glendale as directed by the Department. If damage caused by the Contractor has to be repaired or replaced by the City of Glendale personnel, the cost of such work will be deducted from the City of Glendale's payment to the Contractor.

6.1.1 Trash and Debris Removal: The Contractor must clear designated parcels of trash and debris, including but not limited to rubbish, garbage, rubble, litter, junk, scrap, filth, discarded building materials, unsound fences, or other materials. The Contractor must remove all rubbish and debris generated by the work from the premises and leave the premises neat and clean. Sidewalks and streets must be swept clean as needed to prevent pedestrian injuries, and upon completion of all work on any parcel. All surplus materials, trash, refuse, rubbish, and debris must be disposed of by the Contractor at their expense. Burying trash, debris, or similar materials is prohibited. The Contractor must remove and legally dispose of unwanted vehicle tires as requested

6.2 Encampment Cleaning: Upon the request of the Department, the Contractor must clear designated encampments of trash and debris in accordance with all laws, codes, and regulations. Contractor must be prepared and equipped to safely inventory and document with photographic images items of personal property with significant monetary value (\$150 or more) that is not considered litter, identified as abandoned, and/or is contaminated or is in a state of disrepair that constitutes a threat to the health and safety of the public. When there is a question about property value, the Contractor must contact the Department for assistance in determining it. Personal property determined to be of significant value must be impounded by the Contractor for no less than 30 days at a facility within reasonable proximity to the city of Glendale at the cost of the Contractor. The Contractor must make the property available for claim by the rightful owner during normal business hours.

During the course of an Encampment Cleaning, the Contractor must immediately contact the Department regarding the discovery of weapons, drugs, drug paraphernalia, abandoned vehicles, currency, items that are believed to be stolen, pets, shopping carts, or other items that may require further investigation and possible impoundment by the City of Glendale. The Department will coordinate a response from the appropriate City departments and advise how to proceed. Where the Contractor determines an emergency or threat to health and safety exists, the Contractor must proceed to a safe location and contact the City of Glendale Public Safety Services directly

6.3 Weed/Grass Mowing/Cutting: The Contractor must mow grass and perform mechanical weed removal from all designated areas in a neat, orderly manner using the appropriate equipment. Prior to grass and weed removal, the Contractor must clean the areas of all debris and litter. The Contractor must remove and legally dispose of unwanted vegetation growth as requested

6.3.1 Vegetation Height Limit: All vegetation, except trees and shrubs, must be maintained at heights no greater than two inches, unless otherwise specified by the Department. Dry weeds and soils must be watered before

mowing and mechanical weed removal, if necessary, to control dust and comply with the County dust control requirement

6.4 Dead Tree and Plant Removal: The Contractor must remove and legally dispose of dead trees/plants when requested. Tree removal services do not include stump removal. Trees need to be cut to the ground at a height of no more than two inches above grade

6.5 Pre-Emergent Application: The Contractor must apply pre-emergent and herbicide on vacant lots when requested by the Department. The Contractor applicator certification from the Arizona Department of Agriculture is required

6.6 Vehicle Removal: The City may request the removal of an inoperable and/or abandoned vehicle as part of a Property Abatement request. The Contractor will be responsible for contracting an impound service at no additional cost to the City. The Contractor must identify all special equipment necessary (that will result in additional charges) prior to performing the service. Upon Department approval, the agreed-upon charges and fees will be reimbursed at the Contractor's actual expense, with no added overhead or profit. Original invoice(s) from the subcontractor must be provided with the invoice. The City will not accept any invoice that has been altered in any manner

6.7 Fill Materials: The Contractor may be required to fill hazardous areas with clean dirt. Clean dirt used for fill and berms must be free of debris and contamination. The Contractor must provide documentation identifying the source from which the soil is derived

6.7.1 Fill Services May Include:

- Hazardous Excavations
- Sunken Cesspools
- Hazardous Cavities or Depressions

6.8 Pool Pumping: The Contractor will be responsible for the pumping and draining of pools/spas/hot tubs at the request of the Department. The Contractor will not drain the water into the street, alleyway, stormwater drains, or other City right-of-way

6.9 Dust Control: All Lot Cleaning services must be conducted in accordance with the standards and work practices defined in Maricopa County Fugitive Dust Rule 310. The Contractor must not cause or allow any dust generation that exceeds the fugitive dust emissions of the twenty percent (20%) visible opacity limit in Rule 300 of Maricopa County's Air Pollution Control Regulations. The Contractor must provide appropriate dust suppression measures to comply with Rule 300

The use of leaf blowers is prohibited. Acceptable alternatives to leaf blowers include brooms and other hand tools, leaf vacuums, and PM-10-certified sweepers. The Contractor must not conduct grading, blading, or other earth-moving activities to abate vegetation or debris without prior written authorization of the Department. The Contractor must obtain a Maricopa County Dust Control Permit for each site where there are earth-moving activities to be performed on areas greater than 0.1 acres. The Contractor may submit invoices for reimbursement of dust control permit fees with documentation that verifies the fee amounts paid

6.10 Trespass Control Barriers: The Contractor must provide all materials and labor to construct and install trespass control barriers, such as berms, when requested. Berms must be compacted to a height of at least 24 inches and must be watered to meet the County Visible Crust stabilization standard in Rule 310.01

6.11 Soil Stabilization: The Contractor must stabilize properties to meet and maintain stabilization standards of Maricopa County Dust Control Rule 310.01. All properties may be stabilized by watering at the end of any grading, vehicle use, or other activity that disturbs the soil

7. BUILDING SECUREMENT REQUIREMENTS (ATTACHMENT A)

7.1 Polycarbonate material is required on all openings visible to a person standing upon a public street or sidewalk.

7.1.1 Carriage Bolt Method: All Polycarbonate material must be a minimum thickness of .220. Openings that require more than a 4' x 8' sheet must be secured with 2 sheets spliced together as shown in Diagram B of Exhibit A. Polycarbonate must be cut to the outer edge of the window frame. Self-tapping screws with security heads may be required if bowing occurs. If the window is inset, the polycarbonate must be inset to the outer edge of the window frame as well. Secure with 3/8 carriage bolts with washers and double nuts and washers in the interior. Install carriage bolts as close to the corners as possible

7.1.2 Casement Style Windows: Windows that swing out from the side of the frames must have the entire opening covered. Covering individual panes will not be accepted. If only one pane is broken, then the Secure with Screws method can be used to cover the entire opening. Materials will need to be notched at the corners to accommodate the hinges

7.1.3 Sliding Windows: Sliding windows should be opened as far as possible to permit the carriage bolts to pass through the window opening. The sliding sash may often be lifted out of the track and stored inside the building

7.1.4 Fixed Glass: Fixed Glass windows require reverting to the Secure with Screws method in Exhibit A

7.1.5 Glass Patio Doors: If the doors are functional and can be locked, that is sufficient. However, if the door is missing glass or the glass is broken, then the Carriage Bolt General Application applies

7.2 Specifications for openings that are NOT visible to a person standing upon a public street or sidewalk. If field conditions require any deviation from these specifications, the assigned code inspector must approve the changes prior to the commencement of work

7.3 General:

7.3.1 Unless otherwise specified, all broken or damaged windows, doors or other openings that are readily accessible must be secured

7.3.2 All exterior exposed wood used for security board-up must be sealed with a neutral color (white/off-white) exterior paint

7.3.3 All openings must be secured with one piece of plywood unless the opening requires material larger than a 4' x 8' sheet. For details, please see Diagram A. Doors in Exhibit A

7.3.4 Exterior door openings must be secured by tightly fitting a piece of plywood into the opening. The plywood must be secured with screws at each corner and at a minimum of eight (8) inches along the center of the edges. All screws must penetrate into solid wood a minimum of one inch

7.4 Windows:

7.4.1 If decorative items such as shutters, etc., interfere with the board-up, they are to be carefully removed and placed inside the dwelling

7.4.2 Where applicable, all bolts must be tightened carefully to avoid damage to interior finishes. For details, please see Diagram B on Exhibit A

7.5 Attic Access Openings:

7.5.1 Attic access openings in carport ceilings must be secured by attaching a piece of plywood over the opening. The plywood must be fastened with screws to the ceiling joints. Screws must be placed at each corner and at a minimum of eight (8) inches from the center along the edges of the plywood. All screws must penetrate solid wood a minimum of one inch

8. GENERAL REQUIREMENTS FOR LOT CLEANING AND BUILDING SECUREMENT

8.1 Miscellaneous Requests: At the request of the Department, the Contractor may be required to remove and dispose of dilapidated concrete slabs, sidewalks, driveways, patios; dismantle and remove dilapidated/collapsing sheds, fences, and accessory structures; demolish flatwork; drain sunken cesspool; and dispose of accumulated fill materials. The Contractor must obtain and comply with applicable permits and environmental requirements

8.2 Safety: It is the Contractor's responsibility, prior to commencing any work, to ascertain the conditions at and near the worksite and to take all appropriate measures and precautions to assure the safety of all persons on and near the work site

8.3 Response Times: The Contractor must respond on-site within two business days of the initial City request. The work must be completed within 48 hours or as otherwise agreed upon by the Department

8.4 Contractor Performance: The Contractor must furnish all necessary labor, tools, equipment, materials, supplies, landfill, disposal fees, permits, transportation, and associated services necessary to perform the required services at the City facilities designated. The City's authorized representative will decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor

The Contractor will have 24 hours from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City will have the

immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due to the Contractor and enforce liquidated damages. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default

The City requires an acceptable job the first time after the job is completed. The Department will inspect the completed project. If three (3) of the jobs performed by any one Contractor are not acceptable, the City of Glendale may request termination of the agreement due to repeated poor performance

8.5 Emergency Property Abatement Requirements: An emergency requirement is defined as a condition that poses a hazard to public health, safety, and/or welfare of the City that must be corrected immediately. The Contractor must respond on-site within four (4) hours of an emergency Property Abatement request, unless otherwise approved by the Department. Emergency requests may require working evenings, weekends, and/or holidays. Emergency requests will be at the sole discretion of the City

8.6 Hazardous Materials: Hazardous materials are defined as any chemical or chemical product representing a health or physical hazard and require special handling and disposal under EPA Regulations. Upon discovery of such materials, the Contractor must immediately advise the Department of the hazardous materials. The City will inspect the site and take appropriate action. The City will advise the Contractor how to proceed and when to resume the work

8.7 Window Breakage: Breaking windows to fulfill Property Abatement Requests from the City is prohibited unless the Contractor receives written permission to break the windows from the Department. In general, the City does not allow windows to be broken

8.8 Equipment Safety and Securement: The contractor will be responsible for providing and placement of barricades, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public surrounding areas, equipment, and vehicles. The flow of vehicular traffic must not be impeded at any time during a Property Abatement project. The safety of the Contractor's employees and the public is of prime concern to the City, and the Contractor must take all necessary steps to ensure proper safety measures are in place during the performance of the Contract. Prior to commencing any work, the Contractor is responsible for assessing the conditions on and near the worksite. When necessary, barricades and traffic control must be used in accordance with the City's traffic control requirements

8.9 Cleaning: Work areas must be cleaned at the end of each workday. All materials, tools, equipment, etc. must be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public must be corrected immediately and left in a safe condition at the end of each workday



City of Glendale
Solicitation Number: RSOQ 26-24 / 42600029
PROPERTY ABATEMENT SERVICES

CITY OF GLENDALE
Procurement Division
5970 W. Brown St., Suite 210
Glendale, AZ 85302

Offerors to complete this Response Workbook and submit with their response to this RSOQ.

COVER SHEET

OFFEROR NAME: Anthony Bennifield

OFFEROR ADDRESS: P.O.Box 71838 Phoenix 85050



City of Glendale
Solicitation Number: RSOQ 26-24 / 42600029
PROPERTY ABATEMENT SERVICES

CITY OF GLENDALE
Procurement Division
5970 W. Brown St., Suite 210
Glendale, AZ 85302

REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RSOQ. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. MINIMUM QUALIFICATIONS

- 1.1. Offeror must agree to maintain a valid email address in the City's Vendor Self Service portal and agree to email as the primary method of contact. The City will utilize email communication to issue RFQs for specific SOWs to vendors on the Qualified Vendors List. The City of Glendale is not responsible for misdirected or undelivered emails.

(majictouch@cox.net)

- 1.2. Offeror shall provide names and years of experience of key personnel, names of any subcontractors used, and years of experience.

(Herlindo Hernandez 8 years working for me , Guillermaina Castro 8 years also.

- 1.3. Offeror should provide details of projects undertaken that are of similar nature and size based on the City's Specifications (excluding City of Glendale Projects.

(In 2007 we were contracted with Cyprex services to perform cleanouts of foreclosed homes. In that process it often involved boarding up windows, rekeys, trash removal, yard maintenance, and turn key ready to be sold. We performed these services from 2007 to 2014. We were also contracted with multiple banks such as Desert Hills, and Bank of America.

- 1.4. Vendor(s) must provide evidence that one or more of their staff have licenses required to perform needed work and insurance. Acceptable licenses include but are not limited to a Glendale Business License.

Vendor has a City of Glendale Business License and insurance (if applicable):
Yes No

(bonded and insured, but I do not have an exclusive license only for Glendale.

- 1.5. Provide 1-3 valid references from those who can confirm your experience in providing the services stated within this RSOQ. The reference may be from a governmental agency, municipality, school, or company with which the Offeror has provided similar services within the last five years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Cost of Service, Description of Service.



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(1. Business Camino Del Sol/ Kerry Giangobbe/Owner of business phone 623-256-8283. Duties are performed weekly and include parking lot sweeping, trash removal, cleaning windows, and trimming trees and bushes. cost of services \$100.00 per visit. email kgiangobbe@hotmail.com I am still currently doing business with this company since 2008.

2. Business Avis and Young/ Becky Bishop/property manager duties performed at 8765 W Kelton services performed three times per week which includes changing trash, cigarette urn maintenance, and twice monthly parking lot sweeping. \$150.00 per visit. email becky.bishop@avisonyoung.com phone 480-423-7921 I am currently still doing business with this company since 2010.

3. Business City of Glendale/ Abdullah Muhammad Code compliance administrator/ perform clean-up of properties dispensed through the City of Glendale by email which we bid on for an opportunity to perform services. phone 602-692-1131 email Amuhammad@gmail.com the cost is determined by the services performed. We have been performing these service with the City of Glendale since 2017.

1.6. Vendor has over (5) years of experience dealing with the public or municipal projects, property abatement.

Yes No

1.7. Vendor is able to perform nuisance abatement (trash, debris, cutting vegetation), secure property, paint over graffiti or graffiti removal, and overall site clearing. Secure property doors and windows with polycarbonate material.

Yes No

1.8. Vendor has Commercial General Liability (CGL) insurance to perform the services stated.

Yes No

1.9. Vendor is able to comply with all local, State, and City code standards when conducting property abatement services.

Yes No

1.10. Vendor has the capacity to respond to emergency property abatements when required within the needed scope timeline.

Yes No



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1.11. Vendor agrees to respond to Request for Quotes (RFQs) electronically by providing a computer-generated quote via email within five (5) business days of the city issuing an RFQ. Business days are defined as Monday – Friday, excluding holidays and weekends. (See Example - **Attachment A – Work Order Form**)

Yes No

1.12. Vendor agrees that any of its employees assigned to perform work under this contract shall be used exclusively for the project they were awarded for until project completion.

Yes No

(Herlindo Hernandez, and Guillermaina to perform any needed services)

2. VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor's General Aggregate is only \$3,000,000

(NONE)

3. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

(Due date extended one additional week.)

4. CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section within Exhibit 1 for required information to be included here.

(None)

EXHIBIT B
PROPERTY ABATEMENT SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Per project awarded.

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 \$200,000 over the term of the contract.

DETAILED PROJECT COMPENSATION

The Code Department will define the scopes of work for property abatement and invite vendors on the Qualified Vendor List (QVL) to respond to an Request for Quote (RFQ) with a quote for the defined Work Order. Contracts will not be executed with all qualified vendors.

4.6 RESPONSES TO RFQ (PHASE II)

The following must be provided in response to an RFQ. RFQ responses that do not include the required information may be disqualified. The City reserves the right to conduct discussions with, or request additional information from, vendors that respond to RFQs, as deemed necessary. (This is the minimum information each RFQ response shall include)

- A. Company Name
- B. Hourly rate
- C. Estimated hours to complete the project
- D. Describe the vendor's procedures for quality control.
- E. Detailed line-item cost to complete the Project.
- F. Submitted By Name



ATTACHMENT A - Securement Specifications Polycarbonate Material

Polycarbonate material is required on all openings visible to a person standing upon a public street or sidewalk.

Carriage Bolt Method:

- **General Application:** All Polycarbonate material shall be a minimum thickness of .220. Openings that require more than a 4' X 8' sheet shall be secured with 2 sheets spliced together as shown in Diagram 8. Polycarbonate should be cut to the outer edge of the window frame. Self-tapping screws with security heads may be required if bowing occurs. If the window is inset, the polycarbonate should be inset as well to the outer edge of the window frame. Secure with 3/8 carriage bolts with washers and double nuts and washers on the interior. (Purpose of the double nut is to secure against one another). Install carriage bolts as close to the corners as possible.
- **Casement Style Windows** (windows that swing out from the side of frames) must have the entire opening covered. Covering individual panes will not be accepted. If only one pane is broken, then SECURE WITH SCREWS method can be used to cover the entire opening. Material will need to be notched at the corners to accommodate the hinges.
- **Sliding Windows** should be opened as far as possible to permit the carriage bolts to pass through the window opening. The sliding sash may often be lifted out of the track and stored inside the building.
- **Fixed Glass Windows** require reverting to the Secure with Screws method below.
- **Glass Patio Doors:** If the doors are functional and can be locked that is sufficient. However, if the door is missing glass or the glass is broken, then the Carriage Bolt Method General Application applies.

Secure With Screws:

- Insert minimum .220 thickness Polycarbonate into the exterior of the window opening for a close fit and secure with a minimum 1 ½" drywall, deck or sheet metal screws secure top.
- Cut the Polycarbonate to completely insert into the window opening to the outer edge of the window frame (including any radius arch at the top of the window opening) and set the screws every 8" to 10".
- Screws are to be set into the wood window frame or wood lintel only, **not** into brick masonry, concrete or adobe. Screwing into mortar joints will be acceptable if there is no wood material available or if authorized by the City of Glendale under unique circumstances.
- If covers cannot be inserted into the window openings because of security bars, carefully remove the bars and secure the openings as indicated above. Security bars should be placed inside the building.

DIAGRAM "A" POLYCARBONATE
Interior view of opening

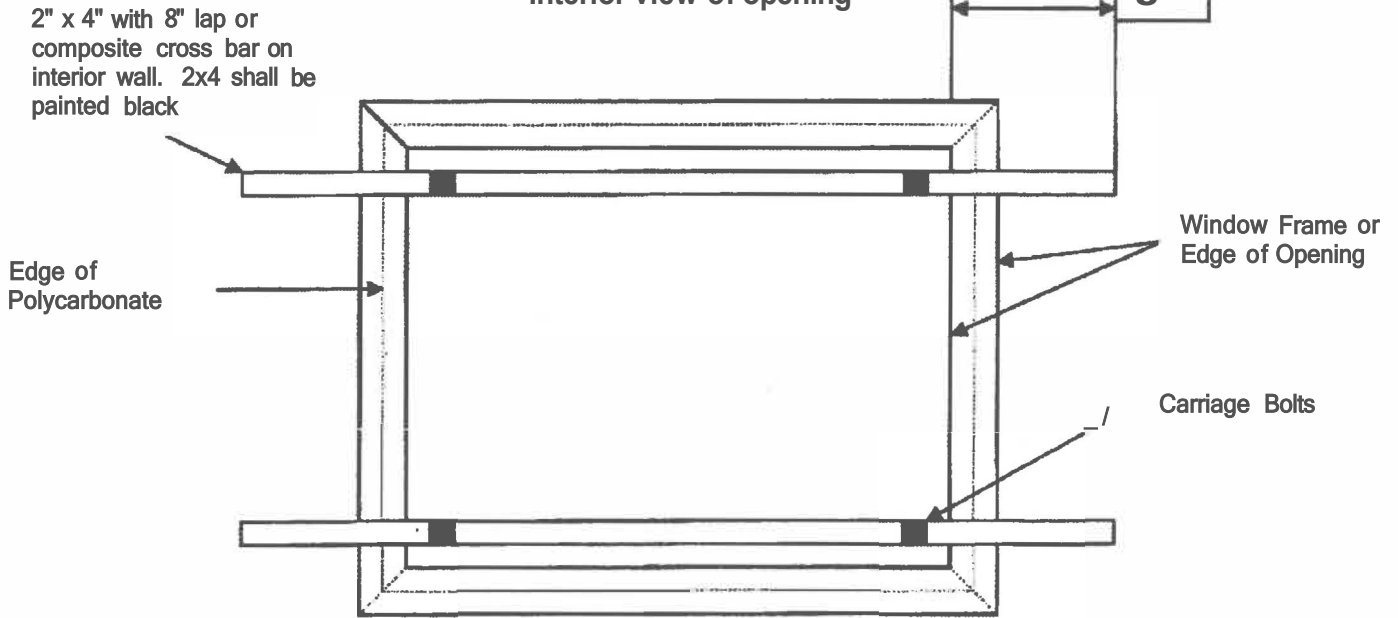
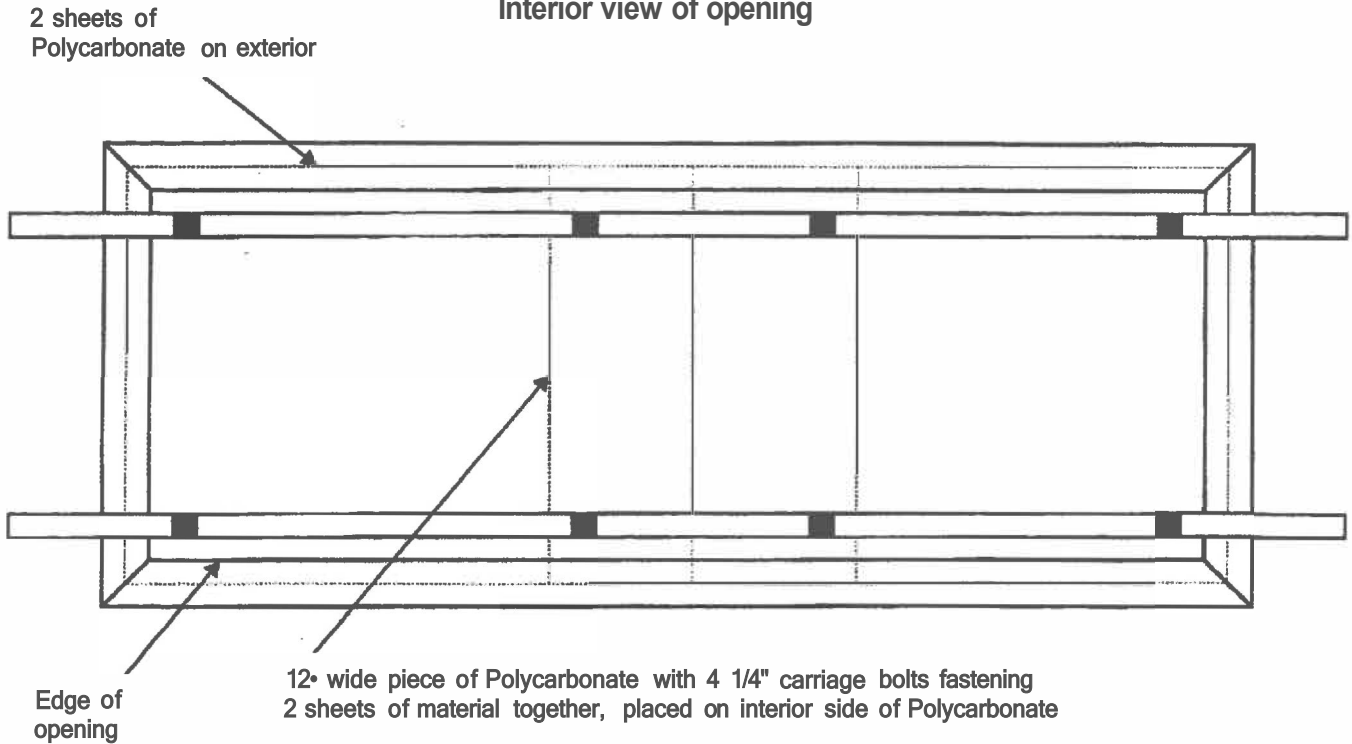


DIAGRAM "B" POLYCARBONATE
Interior view of opening



City of Glendale Securement Board-Up Specifications

Permitted only on openings that are NOT visible to a person standing upon a public street or sidewalk.

General:

- If field conditions require any deviation from these specifications, the assigned code inspector must approve the changes prior to commencement of work.
- Unless otherwise specified, all broken or damaged windows, doors or other openings that are readily accessible shall be secured.
- All exterior exposed wood used for security board-up must be sealed with a neutral color (white/off-white) exterior paint.
- All openings shall be secured with one piece of plywood unless the opening requires material larger than a 4' x 8' sheet. For details see Diagram A. Doors:
- Exterior door openings shall be secured by tightly fitting a piece of plywood into the opening. The plywood shall be secured with screws at each corner and at a minimum of eight (8) inches on center along the edges of the plywood. All screws shall penetrate into solid wood a minimum of one (1) inch.

Windows:

- If decorative items such as shutters, etc. interfere with the board-up they are to be carefully removed and placed inside the dwelling.
- Where applicable, all bolts should be tightened carefully to avoid damage to interior finishes. □ For details see Diagram B.

Attic Access Openings:

- Attic access openings in carport ceilings shall be secured by attaching a piece of plywood over the opening. The plywood shall be fastened with screws into the ceiling joists. Screws shall be placed at each corner and at a minimum of eight (8) inches on center along the edges of the plywood. All screws shall penetrate solid wood a minimum of one (1) inch.

Diagram B f

3/4" CDX plywood w/minimum 4" lap on exterior of opening. One sheet of plywood only unless opening is greater than 4' x 8' (See Diagram A).

3/8" minimum carriage bolts with exterior washer 1/4" larger than bolt size. Washer and double nuts on inside. Install 3/8" carriage bolts as close to all four (4) corners as possible.

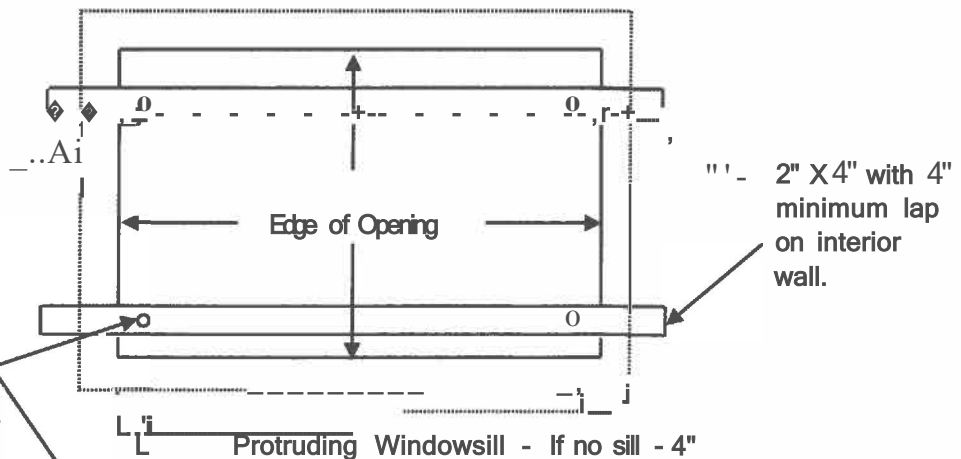
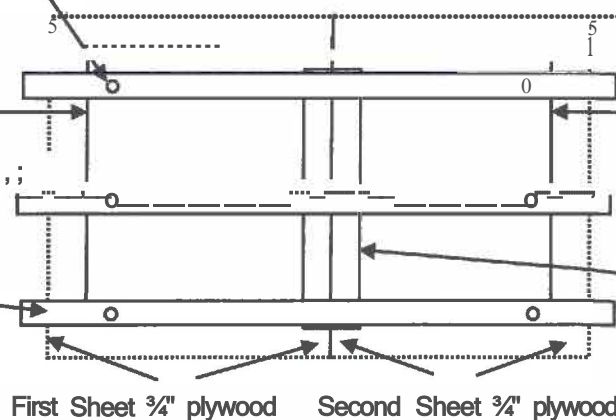


Diagram A

Edge of Opening

4" lap on exterior of opening

2" x 4" with 4" minimum lap on interior wall.



Edge of Opening

12" wide piece of 3/4" plywood. Lap 6" over seam and fasten two sheets of plywood together with screws at each corner and 8" on center along edges.