

**AGREEMENT FOR
DIVING SERVICES**

City of Glendale Solicitation No. RFP 23-22

This Agreement for Diving Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Arizona Commerical Diving Services, Inc., a corporation, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 20__ .

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 23-22 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

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

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$1,100,000, 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 \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

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

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

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

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

- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 10. **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. **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.

12. **Notices.**

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

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

12.2 Representatives.

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

Arizona Commercial Diving Services
c/o Kurt Hanks
PO Box 1988
Tucson, AZ 85702

- 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
5850 W Glendale Ave.
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.

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

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

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

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

14.2 Interpretation.

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

- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 **Renewals.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 **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.

- 16. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- 17. 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>

- 18. 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

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin Phelps
Its: City Manager


ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Arizona Commercial Diving Services, Inc.
a corporation



By: Kurt Hankes
Its: President/Owner

EXHIBIT A
DIVING SERVICES
PROJECT

Arizona Commercial Diving Services will perform diving services as per attached specification (ATTACHMENT 1).



ATTACHMENT 1

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

1. INTRODUCTION

The City of Glendale (City) invites sealed proposals from qualified companies or individuals (Contractors) to provide diving services for planned as well as emergency repairs and perform maintenance throughout the Water Services Department (WSD).

2. SCOPE OF SERVICES

Diving services may include sluice gate repairs/installations, small and large valve repairs/installations, basin leak repairs, tank leak repairs, under water sludge removal, reservoir liner inspections, reservoir curtain repairs, chemical tank inspections and all types of underwater emergency repairs.

- i. WSD requires the use of divers where there is equipment or infrastructure that performs underwater, needs installation, repair, cleaning, or replacement. When feasible, maintenance functions are performed by removing the equipment from its underwater location or removing flow from the location.
- ii. When it is not feasible to stop the flow to a location or remove the equipment without entering the underwater location, divers maintain and repair, clean or replace the equipment with minimum process interruptions. In some cases, there is no other method, or at least no reasonable or cost-effective method, than to use diving services.

3. REQUIREMENTS

- i. At a minimum, Contractor employees (and subcontractors) shall be 18 years of age or over and have a minimum of three (3) years' diving and repair services.
- ii. The Contractor shall be experienced and equipped to perform the following services which include water storage tank entry:
 - Inspections
 - Underwater cutting and welding
 - Potable water diving
 - Confined space entry
 - Underwater closed circuit video inspection and still photography.
 - Underwater preventative maintenance
 - Underwater metal detection
 - Debris removal
 - Underwater ROV inspections
- iii. The successful Contractor(s) shall enter the following environments as part of this contract:
 - Confined spaces (i.e. storage tanks and sewer lift stations)



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- Potable water in open basins in the treatment line
 - Sewage
 - Surface water
 - Water containing chemicals
- iv. The City shall furnish the following upon request:
- Electrical power when available at facilities
 - Plans and drawings of the facility that will request diving services
 - Reasonable access and security and separation from traffic, passersby, and other Contractors performing City authorized work.
- v. If any materials are supplied which requires safety data sheets (SDSs), such sheets shall be delivered with the materials by the Contractor(s) and shall be approved first by the City before use. Furthermore, all materials shall meet American Water Works Association (AWWA) standards.

4. Response Time

Contractor shall respond to critical/urgent requests for service within 24 hours or less from the time they are notified by the City. The City will be the sole judge of the criticality of any given situation. The City shall provide as much advance notice as possible. The City will not allow contractor equipment to be stored on City property.

5. Mandatory Diving Operations Standards

- i. Contractor diving operations, activities and equipment shall be conducted in full accordance with Occupational, Safety, Health Administration (OSHA) 29 CFR, part 1910, subpart T. Contractor shall also conform to OSHA Standard 29 CFR, part 1910.146 permit required Confined Space regulation, part 1910.147 the control of Hazardous Energy (lockout/tagout), and to National Institute for Occupational Safety and Health (NIOSH) standards as applicable.
- ii. Contractor shall completely conform to Association of Diving Contractors International (ADCI) Consensus Standards for Commercial Diving Operations, 5th Edition or most recent edition.
- iii. Contractor shall comply with all Federal, OSHA, American Water Works Association, State of Arizona, Maricopa County, and City laws, ordinances, and regulations regardless of whether or not they are referred to or known by the City. Any citation(s) and/or fines for violations of such laws, ordinances, and regulations shall be the liability of the Contractor providing the work. The Contractor will be expected to conduct underwater service operations using approved commercial diving practices, procedures, equipment and properly trained diving personnel who shall have completed a recognized course of commercial diving school.



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6. Electrical Work

The Contractor is responsible for having qualified personnel to properly lockout or tagout electrical and mechanical equipment as deemed necessary per the above OSHA standard. Contractor's personnel will be responsible for properly disconnecting and reconnecting electrical and mechanical equipment as required in the completion of the work.

7. Confined Space Work

- i. Contractor shall provide copies of Confined Space permit to City's Safety Program Manager.
- ii. The Contractor shall provide upon request, a copy of its written health and safety program, confined workspace program, and any required employee training records or certificates. During work performed under this contract, all injury and illness reports shall be submitted to the City monthly and as determined by the Construction Manager.

8. Employee Certifications

- i. All inspectors and divers shall have commercial diving qualifications as described in the OSHA 1910.410 Standard Interpretation letter 03/29/2000 – Training Required for Commercial Divers.
- ii. Contractor's employee designated as a diving master/supervisor must hold an Association of Diving Contractors International (ADCI) Supervisor Certification or have documented experience equivalent to the ADCI Supervisor Certification. Note: ADCI is referenced as "ADC" in OSHA 1910.410 Standard Interpretation letter 03/29/2000 – Training Required for Commercial Divers and the American National Standards Institute (ANSI) Standard for Commercial Diver Training (ANSI/ACDE-01-2009). Recreational diving certifications cards from PADI, NAUI, YMCA certification cards are not acceptable for proof of competency for commercial diving operations.
- iii. Contractor shall carry a certification or equivalent for 6G Underwater Welding Per American Water Works Association.
- iv. Throughout the term of the contract, when requested by the City, Contractor shall provide, within 48 business hours, both company and individual safety training records and/or certifications for confined space entry, fall protection, lockout/tagout, hazard communication, First Aid/CPR, or other OSHA required training. In addition, documentation verifying commercial diving qualifications, current identification cards, training documentation or experience documentation must be submitted to the City within 48 business



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hours of requests or provide proof of such to the City Project Manager on site prior to the commencement of work.

9. Diving Operations

- i. Under no circumstances shall diving operations be conducted with less than the minimum four-man diving team, nor shall any member of a diving team remain at the dive station for a period longer than twelve hours per day.
- ii. The minimum crew must consist of at least four persons: The Dive Master/Supervisor, a diver, a standby diver, and a tender. For each diver added to the crew, one tender must also be added. OSHA regulations specify in 1910.425(c)(2): A diver shall be stationed at the underwater point of entry when diving is conducted in enclosed or physically confining spaces.
- iii. The designated Person-In-Charge/Diving Supervisor shall be an ADCI Certified Supervisor or a person with documented experience equivalent to the ADCI Supervisor Certification. For all diving operations, the designated Person-In-Charge/Diving Supervisor shall be appointed in writing as that individual who is in charge of the planning and execution of the diving operation including the responsibility for the safety and health of the dive team. He or she shall ensure, before commencing any diving operation, the dive team members are briefed on:
 - The tasks to be undertaken
 - Any unusual hazards or environmental conditions likely to affect the safety of the diving operation.
 - Any modifications to operating procedures necessitated by the specific diving operation.

NOTE: For the purposes of the Solicitation, the Designated Person-In-Charge/Diving Supervisor is defined as the individual properly appointed in writing, who shall at all times be able to meet the responsibilities of that position. This individual shall not serve in a dual capacity as a dive tender, diver or in any other functional position that would interfere with his or her ability to remain in charge and take action as appropriate.

- i. Contractor shall be required to submit one copy of the firm's Safe Practices or Operations Manual for review within 48 business hours upon award of contract. This documentation must include a copy of the applicable OSHA regulation and shall be present at the dive station where any operation is conducted. This document shall include at a minimum:



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- Safety procedures and checklists for each diving mode used
 - Diving checklists: pre-and post-dive
 - Dive team assignments and responsibilities
 - Equipment procedures and checklists for each diving mode used
 - Emergency procedures for:
 - Fire
 - Equipment failure
 - Adverse environmental conditions
 - Medical illness and treatment of injury
- ii. Prior to each diving operation, the Contractor shall have available documents substantiating that the following requirements have been met:
- Semi-annual air quality samples have been taken on breathing air systems intended for use on the job.
 - All gauges have been calibrated within the last six months.
 - Diver helmets have been maintained and inspected in accordance with a routine established by the diving company.
 - Each dive member has a valid CPR, current first aid certificate and O2 Provider Certification.
 - Each dive member has a current diving physical report on file in the company offices and possesses a valid commercial diver certification card to indicate his or her level of competency.
 - Diving emergency equipment shall be available at the site of diving operations and consist of, at a minimum:
 - a physician-approved first aid kit and manual
 - a bag-type manual resuscitator with transparent mask and tubing.

10. Equipment

- i. Contractor must have the equipment necessary to communicate with an under-surface diver.
- ii. Contractor must have the equipment to broadcast or record by film, radio signal, or other recording/communications method(s) or device(s), conditions observed under water (i.e. video camera/camcorder, CATV) for the benefit of the City.
- iii. Contractor to have adequate tools to operate in a wet environment and to deal with the following types of conditions: cutting and welding metals and



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concrete and for drilling such materials; lifting and hoisting equipment that includes double cable and two-ton capacity; underwater vacuum and a non-breathing air supply to move underwater debris; and underwater lighting.

- iv. Potable water - no gear that has ever been used in wastewater, salt water, lakes, or any other non-potable water or liquid may be used. All inspectors and divers shall be enclosed in a chemical resistant dry suit and full-face gear.

11. DIVER'S LOG

At any time, the City may request from awarded Contractor(s) diver's logs for divers assigned to the City. Contractor(s) shall provide diver's logs within 48 business hours after receipt of request.

12. INVOICE AND PAYMENT

- i. Hourly rates shall be inclusive of supervision, personnel, mobilization costs, all necessary equipment, tools, insurance, vehicles, fuel, labor, technical knowledge and expertise, copies of reports, videos, photos and project quote Contractor must provide pricing using the format requested on the attached Price Sheet, to be considered responsive. **Items 1 through 20 must be priced to be considered responsive.**
- ii. Materials and rental markup will only be allowed if previously approved by the City. A copy of the invoice for any billable materials must be attached to the invoice for these services.
- iii. No Additional Charges Allowed - No charges, such as environmental charges, fees, etc. will be paid by the City if not listed in your response.
- iv. All invoices submitted for payment shall reference correct purchase order number and project name. Invoices shall be submitted no later than 30 days after project completion to **WSDFINANCE@GLENDALEAZ.COM**.

EXHIBIT B
DIVING SERVICES
COMPENSATION

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 \$1,100,000.

DETAILED PROJECT COMPENSATION

See Contractor's Pricing Page (ATTACHMENT 2).



ATTACHMENT 2

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Phone: (623) 930-2865

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DIVING SERVICES
RESPONSE WORKBOOK

ITEM #	DESCRIPTION OF SERVICES - NORMAL BUSINESS HOURS	Hourly Rate
1	Potable Water Diving, four-man team during normal work hours 7:00am to 5:00pm (Monday – Friday).	\$300.00
2	Additional man for Potable Water Diving during normal work hours 7:00am to 5:00pm (Monday – Friday).	\$65.00
3	Potable Water Diving, four-man team overtime labor rate (Night, Weekends, City Holidays)	\$450.00
4	Additional man for Potable Water Diving overtime labor rate (Night, Weekends, City Holidays).	\$97.50
5	Sewage Water Diving, four-man team during normal work hours 7:00am to 5:00pm (Monday – Friday).	\$350.00
6	Additional man for Sewage Water Diving during normal work hours 7:00am to 5:00pm (Monday – Friday).	\$75.00
7	Sewage Water Diving, four-man team overtime labor rate (Night, Weekends, City Holidays).	\$525.00
8	Additional man for Sewage Water Diving overtime labor rate (Night, Weekends, City Holidays).	\$112.50
9	Raw Water/Surface Water Diving, four-man team during normal work hours 7:00am to 5:00pm (Monday – Friday).	\$300.00
10	Additional man for Raw Water/Surface Water Diving during normal work hours 7:00am to 5:00pm (Monday – Friday)	\$65.00



ATTACHMENT 2

CITY OF GLENDALE
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ITEM #	DESCRIPTION OF SERVICES - NORMAL BUSINESS HOURS	Hourly Rate
11	Raw Water/Surface Water Diving, four-man team overtime labor rate (Night, Weekends, City Holidays).	\$450.00
12	Additional man for Raw Water/Surface Water Diving overtime labor rate (Night, Weekends, City Holidays).	\$97.50
13	Chemically Treated Water Diving, four-man team during normal work hours 7:00am to 5:00pm (Monday – Friday).	\$350.00
14	Additional man for Chemically Treated Water Diving during normal work hours 7:00am to 5:00pm (Monday – Friday).	\$75.00
15	Chemically Treated Water Diving, four-man team overtime labor rate (Night, Weekends, City Holidays).	\$525.00
16	Additional man for Chemically Treated Water Diving, overtime labor rate (Night, Weekends, City Holidays).	\$112.50
17	HAZMAT Diving, four-man team during normal work hours 7:00am to 5:00pm (Monday – Friday).	\$350.00
18	Additional man for HAZMAT Diving during normal work hours 7:00am to 5:00pm (Monday – Friday).	\$75.00
19	HAZMAT Diving, four-man team overtime labor rate (Night, Weekends, City Holidays).	\$525.00
20	Additional man for HAZMAT Diving, overtime labor rate (Night, Weekends, City Holidays).	\$112.50
Grand Total		\$5012.50

- a. Contractor's markup for materials 10%
- b. Contractor's markup for equipment rentals 10%