

**AGREEMENT FOR  
VACTOR SERVICES**

**City of Glendale Solicitation No. RFP 23-19**

This Agreement for Vactor Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Pipeline Video Inspection, LLC, an Arizona limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**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 23-19 (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 \$2,000,000, 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:

Pipeline Video Inspection, LLC  
c/o Steven Hudson  
9304 E Verde Grove View  
Scottsdale, AZ 85255

- 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

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By: Kevin Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Pipeline Video Inspection, LLC,  
an Arizona limited liability company



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By: Steven Hudson  
Its: Chief Operating Officer

**EXHIBIT A**  
**VACTOR SERVICES**  
**PROJECT**

Contractor to provide Vactor Services on an as-needed basis, and shall fulfill the Scope of Work, per RFP 23-19.



**City of Glendale  
Solicitation Number:  
RFP 23-19 / 42300026  
VACTOR SERVICES  
SCOPE OF WORK**

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

**1.0 INTRODUCTION**

The City of Glendale, Arizona (City), invites sealed proposals from qualified firms to provide vactor services for the cleaning of its storm drains, storm drainpipes, culvert cleaning, pressure washer separators/vaults, sumps, wet wells, drywells, channels, basins, pits, trenches, clarifiers, drains, traps, and underground tank cleaning and inspection and hydro excavation. Requested services will be on an as needed basis and/or emergency basis (Group 1) while others will be scheduled (Group 2).

**1.0 OBJECTIVES**

It is the intent of the City to select multiple Contractors to perform the services described herein at a variety of locations within the City limits to include, but not limited to, City-owned facilities, Water/Wastewater Treatment Facilities, lift stations, privately-owned property, commercial property and property owned by other government agencies, all for which permission to enter has been obtained.

**3.0 SCOPE OF SERVICES**

A. Group 1 – Emergencies (On-Call) / As Needed

Contractor shall provide vactor truck/high velocity jet rodding services, or suction, cleaning and pumping services for hydro excavation, storm drain cleaning, storm drainpipe cleaning, culvert cleaning, box culvert cleaning, wet well, drywell cleaning and inspection as needed.

B. Group 2 – Scheduled Cleaning

Contractor shall provide suction, pumping, cleaning and disposal services on a variety of sumps, wet wells, drywells, channels, basins, pits, trenches, clarifiers, drains, traps, basins, channels, and underground waste in multiple locations as indicated in the following Table 1.2.B. The City may add or remove sites during the term of the services in the best interest of the City.

Table 1.2.B.

<b>Location</b>	<b>Address</b>	<b>Frequency</b>
67th Ave. Lift Station	14904 N 67th Ave.	Annual
West Area Water Reclamation Facility	5901 N. Glen Harbor Blvd.	Quarterly (multiple sites)
Airport Lift Station	6893 N Glen Harbor Blvd.	Annual
Desert Diamon Lift Station	9431 W. Northern Ave.	3 x Year
Stone Haven Lift Station	5503 N. 91 <sup>st</sup> Ave.	Annual
55th Ave. Lift Station	12995 N 55th Ave.	Annual
RSPS Lift Station	9801 W Camelback Rd.	5 x Year
Luke Air Force Base Lift	7211 N. El Mirage Rd.	2 x Year



**City of Glendale**  
**Solicitation Number:**  
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**VACTOR SERVICES**  
**SCOPE OF WORK**

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

Station		
Vision 2 (Under Design)	Ball Park Blvd.	TBD
83rd Ave Lift Station No. 9	17500 N 83rd Ave	Quarterly
Arrowhead Water Reclamation Facility	8180 W Union Hills	Quarterly
67th Ave and Beardsley Lift Station No. 10	20202 N 67th Ave	Annual
Oasis Water Treatment Plant	7070 W Northern Ave	Annual (multiple sites)
Cholla Water Treatment Plant	4805 W Cholla Ave	Annual (multiple sites)
Pyramid Peak Water Treatment Plant	28101 N 63rd Avenue	Annual (multiple sites)

**3.1 GROUP 1 REQUIREMENTS**

Contractor shall:

- A. Provide the City a response within two (2) hours of notification of City's need for emergency services;
- B. Perform the requested services no later than two (2) business days after receiving the Notice to Proceed from City;
- C. Complete work no later than seven (7) days from project start date;
- D. Replace felt and rock when cleaning dry wells;
- E. Provide all traffic control needed at the job site, unless provided by the City;

**3.2 GROUP 2 REQUIREMENTS**

Contractor shall:

- A. Provide the City a response within twenty-four (24) hours of notification of City's need of services;
- B. Perform the requested services no later than two (2) business days after receiving the Notice to Proceed from City;
- C. Complete work no later than seven (7) days from project start date;
- D. Replace felt and rock when cleaning dry wells;
- E. Provide all traffic control needed at the job site
- F. Remove non-hazardous liquid, debris, grit, high solids, oily water or sludge from sumps, wet wells, drywells, channels, basins, pits, trenches, clarifiers, drains, traps, basins, channels, and underground tanks and haul to disposal site;
- G. Be responsible in the disposing of waste at a legal disposal site that meets all federal, state and local laws;

**3.3 GENERAL REQUIREMENTS**

Contractor shall:



**City of Glendale  
Solicitation Number:  
RFP 23-19 / 42300026  
VACTOR SERVICES  
SCOPE OF WORK**

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

- A. Provide all equipment, materials, supplies and personnel necessary to clean storm drains, storm drainpipe, culvert, box culvert sumps, wet wells, drywells, channels, basins, pits, trenches, clarifiers, drains, traps, basins, channels, and underground tanks and hydro excavation;
- B. Comply with all federal, state and local laws, regulations, statutes, and codes;
- C. Obtain all necessary permits, fittings, and water meters that may be required by the City;
- D. Provide all necessary safety equipment;
- E. Obtain and purchase any water necessary for debris removal. (Water is available at fire hydrants throughout the City) and may be supplied at site;
- F. Decant all excess fluid into the closest sanitary manhole prior to dumping solids into the City's assigned dump location. Dump sites will be provided based on locations of services/jobs;
- G. Be responsible for cleaning their mess within twenty-four (24) hours in the event the Contractor's Operator creates a mess while dumping solid; Cleaning requirements will be determined by the City Representative;
- H. Not solicit work from private citizens while performing work for the City;
- I. Notify City Representative daily, prior to 7:00 a.m., of Vactor crew status and daily schedule;
- J. Provide City Representative with completed route map and task list prior to invoicing;
- K. Washing of spoils is not allowed onsite.

**3.4 CITY'S RESPONSIBILITIES**

The City shall:

- A. Provide Contractor a map/location and detailed outline of work to be performed with a "Notice to Proceed" for Group 1 services;
- B. Provide the Contractor with location and required frequency for cleaning services for Group 2 services;
- C. Provide dump location at City landfill for the Contractor to deposit silt and debris collected from the job sites;
- D. The City will not provide storage space for Contractor's vehicles, materials, supplies or equipment.

**3.5 EQUIPMENT REQUIREMENTS**

Contractor shall:

- A. Have equipment and vehicle that is neat in appearance and easily identified.
- B. Have vehicles and equipment well maintained in a safe and mechanically sound working condition. Downtime will not be paid



**City of Glendale  
Solicitation Number:  
RFP 23-19 / 42300026  
VACTOR SERVICES  
SCOPE OF WORK**

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

by the City of Glendale if the Contractor's vehicle or equipment is disabled or broken down while in the performance of any work for the City of Glendale.

- C. Display company's name and phone number on all vehicles and equipment;
- D. Have lighting on all vehicles in accordance with the [2020 City of Phoenix Barricade Manual](#);
- E. Have all trucks and other equipment follow all applicable federal, state, and local rules and regulations.
- F. Not use trucks or equipment designated for use under this contract for any other work while conducting services for the City.
- G. Not place and/or use equipment in such manner as to block vehicular traffic lanes or create safety hazards;
- H. Be responsible for all appropriate warning devices.
- I. Provide equipment and vehicles with all necessary tools needed to perform the assigned work;
- J. Equip all trucks and other equipment with a back-up alarm and rotating flashers, strobe lighting or light bar and arrow board;
- K. Provide high pressure hydro jetting/vacuumping truck and equipment (Vactor) that is manufactured in 2014 or newer.
- L. Have equipment that complies with the following minimum capabilities:
  - 1. Minimum 10 cu. yard box capacity
  - 2. Minimum 1500 gal. on board tank capacity
  - 3. Minimum 80 GPM at 2000 psi jet rodder water pump capacity
- M. Provide vactor truck that is equipped with an Automatic Vehicle Location (AVL) System capable of identifying the routes completed by the truck;
- N. Have all hand tools and pipe plugs needed to perform assigned work;  
Have a large variety of nozzles/heads needed to perform assigned work;
- O. Have the capability of providing two (2) trucks simultaneously, with a three-person crew, in the event the City requires such services;
- P. Have a truck that has 3000+ gallon tanks;
- Q. Provide a truck that can remove non-hazardous liquid, debris, grit, high solids, oily water or sludge from sumps, wet wells, dry wells, channels, basins, pits, trenches, clarifiers, drains, traps, basins, channels, and underground tanks.

### **3.6 PERSONNEL REQUIREMENTS**

Contractor shall:



**City of Glendale  
Solicitation Number:  
RFP 23-19 / 42300026  
VACTOR SERVICES  
SCOPE OF WORK**

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

- A. Provide all management, supervisor, and labor necessary for efficient and effective management of this contract.
- B. Designate a supervisor to monitor this contract who can communicate with the City's Representative in English.
- C. Act and work in a professional manner;
- D. Have the designated supervisor on site and immediately available during work activities to receive communications from the City of Glendale staff by cellular phone.
- E. Provide current cell phone number to City of Glendale Representative;
- F. Use only trained, competent employees in the performance of this contract;
- G. Remove any incompetent, abusive or disorderly employees, from work under this contract at the request of the City;

**3.7 SAFETY**

Contractor shall:

- A. Wear safety vest or high visibility clothing that meets ANSI Class II or better at all times while working on traffic areas;
- B. Use only trained and competent employees to conduct, attend and supervise confined space entries.
- C. Provide all necessary equipment to safely conduct all Confined Space Entries.
- D. Be able to provide up-to-date confined space safety training certifications and properly completed confined space permits.

**3.8 WORK AREA**

Contractor shall:

- A. Keep the assigned work area safe for all residents, motorists, pedestrians and City of Glendale personnel during the project;
- B. Leave the public right of way/work site in a neat and clean condition upon completion of the work.
- C. Restore any damaged City property or private property to its original condition as determined by the City of Glendale.

**3.9 TRAFFIC CONTROL**

Contractor shall:

- A. Be responsible for all traffic control, unless provided by the City, on the job site. Traffic control shall be included and made a part of the unit price bid.
- B. Ensure protection of the work area at all times unless a City of Glendale Representative authorizes a waiver. Barricading area for work performed within the public right-of-way must comply with City of Phoenix Barricade Manual and the [City of Glendale ordinance](#).



**City of Glendale  
Solicitation Number:  
RFP 23-19 / 42300026  
VACTOR SERVICES  
SCOPE OF WORK**

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

- C. Remove all equipment and materials from each site and leave the site broom clean at the end of the workday.
- D. Be responsible to obtain City of Glendale Temporary Traffic Control (TIC) permit prior to commencing any work if they are to restrict access (partial or complete closures) on public streets, sidewalks, bike lanes, alleys or other public facility except as noted in the City of Glendale Temporary Traffic Control Ordinance. The permit authorizes restrictions to be in place as specified on the permit but does not guarantee the requester exclusive rights to occupy a particular portion of the public right-of-way. Weather, emergency incidents, or other projects and special events might require rescheduling of activities. The City will attempt to identify all known potential conflicts so they can be resolved cooperatively among those involved. Questions shall go to:
  - 1. Gregory Wheeler - (623) 930-2950, or email [gwheeler@glendaleaz.com](mailto:gwheeler@glendaleaz.com)
  - 2. Randolph Moreno - (623) 930-2764, or email [rmoreno1@glendaleaz.com](mailto:rmoreno1@glendaleaz.com)

**3.10 PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES**

Contractor shall:

- A. Exercise due care to minimize any damage to fences, trees, shrubs, landscaping, and general property.
- B. Exercise caution at all times for the protection of people and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor at no cost to the City of Glendale.
- C. Provide notification to the City of Glendale Representative of any damage immediately.
- D. Shall not allow the placing or use of equipment to block vehicle traffic lanes or create safety hazards.
- E. Be responsible for all appropriate warning devices.

**3.11 EMERGENCY TWENTY-FOUR HOUR SERVICE**

Emergency twenty-four (24) hour service is to be provided by Contractor at no additional cost. The Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

**3.12 MISCELLANEOUS FEES**

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste fees, shop supplies, freight and/or shipping and handling and other miscellaneous charges will not be paid; these charges must be included in the solicitation submittal price.



**City of Glendale  
Solicitation Number:  
RFP 23-19 / 42300026  
VACTOR SERVICES  
SCOPE OF WORK**

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

Invoices will be processed for the submitted prices only. Labor rates (Shop and On-Site) shall be charged as a flat hourly rate. Travel hours, Contractor(s) equipment, licensing, permits, overhead, environmental disposal, and any other incidental fees will not be permitted under this agreement. Labor time/period will be from “check in” and “check out” at either Contractor or City facilities. City business hours are defined as 6:00 a.m. to 5:00 p.m. (local Arizona time) during regular business days and excluding City holidays (Non-City Business Hours: 5:01 p.m. to 5:59 a.m. non-regular business days and City Holidays). Contractor(s) should take these into consideration when preparing their bid response.

**3.13 INVOICE AND PAYMENT (INVOICE AUTHORIZATION)**

The City of Glendale Representative and Contractor will agree upon work requested and clarify any questions and concerns prior to work starting. When the work is completed, a City of Glendale employee will inspect the Contractor's work. The City of Glendale will provide an Invoice authorization for each project/job satisfactorily completed by the Contractor at the completion of each work assignment.

The Contractor will submit an invoice to the City of Glendale Water Services Department at [WSDFINANCE@GLENDALEAZ.COM](mailto:WSDFINANCE@GLENDALEAZ.COM) for completed work. The City of Glendale will require the Contractor to provide an invoice that reflects the date of service, location of service provide, quantities and dollar amount provided to the Contractor by the City of Glendale Representative. City of Glendale Representative will compare invoice authorization to Contractor invoice and approve payment for work authorized.

**EXHIBIT B**  
**VACTOR SERVICES**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation will be based on RFP 23-19..


**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 \$2,000,000.

**DETAILED PROJECT COMPENSATION**

See attached Pricing Workbook.




	<b>City of Glendale</b> <b>Solicitation Number: RFP 23-19 / 42300026</b> <b>VACTOR SERVICES</b> <b>PRICING WORKBOOK</b>	<b>CITY OF GLENDALE</b> <b>Procurement Department</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
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**1. Pricing Workbook**

The Unit Price shall include, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit. Any direct or indirect costs such as charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste fees, shop supplies, freight and/or shipping and handling and other miscellaneous charges will not be paid; these charges must be included in the solicitation submittal price.


<b>GROUP 1</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Estimated Annual Quantity</b>	<b>Extended Price</b>
1	Perform cleaning services using high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not limited to: drywells, wet wells, catch basins, storm drain pipes and tanks. Equipment and personnel shall include Vactor truck, Operator and three (3) person crew.	Hour	<u>\$225.00</u>	1,000	<u>\$225000.00</u>
2	Extra crew member – must be approved by the City	Hour	<u>\$45.00</u>	125	<u>\$5625.00</u>
3	Minimum 3,000-gallon water truck with operator	Hour	<u>\$195.00</u>	20	<u>\$3900.00</u>
<b>Group 1 Total</b>					<u><b>\$234525.00</b></u>



	<p><b>City of Glendale</b>  <b>Solicitation Number: RFP 23-19 / 42300026</b>  <b>VACTOR SERVICES</b>  <b>PRICING WORKBOOK</b></p>	<p><b>CITY OF GLENDALE</b>          Procurement Department          5850 West Glendale          Avenue, Suite 317          Glendale, Arizona 85301</p>
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GROUP 2					
Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Extended Price
4	Vacuum, remove non-hazardous liquid, high solids, oily water or sludge using high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not limited to sumps, wet wells, drywells, channels, basins, pits, trenches, clarifiers, drains, traps, basins, channels, and underground waste tanks and haul to legal dump site. This includes all equipment and personnel, personnel protective equipment, and any dump fees. No extra payment will be made for travel time.	Gallon	\$ <u>0.45</u>	100,000	\$ <u>45000.00</u>
5	<b>Special projects authorized by the City:</b> Vacuum, remove non-hazardous liquid, high solids, oily water or sludge using high pressure hydro jetting, vacuuming (Vactor) and pumping to include but not limited to sumps, wet wells, drywells, channels, basins, pits, trenches, clarifiers, drains, traps, basins, channels, and underground waste tanks and haul to legal dump site. This includes all equipment, Vactor truck, Operator and two (2) man crew, personnel protective equipment, and any dump fees. Hourly rate bid will be paid; no extra payment will be made for travel time	Hour	\$ <u>300.00</u>	500	\$ <u>150000.00</u>



	<p align="center"><b>City of Glendale</b>  <b>Solicitation Number: RFP 23-19 / 42300026</b>  <b>VACTOR SERVICES</b>  <b>PRICING WORKBOOK</b></p>	<p align="center"><b>CITY OF GLENDALE</b>  <b>Procurement Department</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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Item No.	Description	Unit of Measure	Unit Price	Estimated Annual Quantity	Extended Price
6	Cost for disposal of materials – to be used with line # 5. Number of gallons will depend upon the project.	Gallon	<u>\$0.45</u>	500,000	<u>\$225000.00</u>
7	Extra crew member if approved by City of Glendale Representative.	our	<u>\$45.00</u>	125	<u>\$5625.00</u>
8	Minimum 3,000-gal water truck with operator	Hour	<u>\$195.00</u>	120	<u>\$23400.00</u>
<b>Group 2 Total</b>					<u><b>\$449025.00</b></u>

2. **PAYMENT** Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee above.

3. **TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

4. **EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT**

Name Travis Johnson Telephone Number 928-243-2581

Alternate Name Jp Belt Telephone Number 775-901-3738

**OFFEROR NAME:** Pipeline Video Inspection, LLC dba AIMS Companies