

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONSTRUCTION PRODUCT MARKETING, L.L.C., DBA CPM PIPELINES**

This Linking Agreement (“Agreement”) is entered into as of this day of , 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Construction Product Marketing, L.L.C., an Arizona limited liability company doing business as CPM Pipelines, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On September 8, 2023, City of Peoria, a member of the S.A.V.E Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in Air Release Valve Assessments, Repair, Replacement & Reporting, Contract No. ACON26123 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was **September 8, 2023**, until the date the contract terminates on **September 7, 2024**, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond **September 7, 2028**. The initial period of this Agreement is the period from the Effective Date of this Agreement until **September 7, 2024**.
 - B. The City may extend the term of this Agreement for **up to (48) forty-eight months** if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the

Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Two hundred thousand dollars (\$200,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

10. 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.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Julie Ossege
7070 West Northern Avenue
Glendale, AZ 85303

and

Construction Product Marketing, dba CPM Pipelines
c/o Chris MacDonald
3625 E. Atlanta Ave, Unit 2
Phoenix, AZ 85040

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

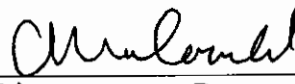
“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Construction Product Marketing, LLC, an
Arizona limited liability company

By: _____
Kevin R. Phelps
City Manager

By: 
Name: Chris MacDonald
Title: Authorized Representative

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONSTRUCTION PRODUCT MARKETING, LLC, DBA CPM PIPELINES**

EXHIBIT A

AIR RELEASE VALVE ASSESSMENTS, REPAIR, REPLACEMENT & REPORTING

CITY OF PEORIA CONTRACT NO. ACON26123



City of Peoria, Arizona Notice of Request for Proposal

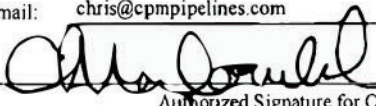


Solicitation No.: **P24-0003** Proposal Due Date: **7/26/23**
 Proposal Due Time: **5:00 P.M. AZ Time**
 Materials and/or Services: **Air Release Valve Assessments,
 Repair, Replacement & Reporting** Purchasing Agent: **Viorel D. Gheorghita**
 Contact Phone: **(623) 773-7077**
 Contact Email: **Viorel.Gheorghita@peoriaaz.gov**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the submitted on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted electronically via the City's Procurement Portal (Bonfire) or in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

OFFER





To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact: Telephone: 480-206-2309 Fax: N/A
 Name: Chris MacDonald Email: chris@cpmpipelines.com
Construction Product Marketing, LLC DBA CPM Pipelines
 Company Name 
3625 E. Atlanta Unit 2 Chris MacDonald
 Address Printed Name
Phoenix AZ 85040 President
 City State Zip Code Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:  <u>Agnes Goodwine, City Clerk</u>  City Seal Copyright 2003 City of Peoria, Arizona CC: _____ Contract Number: <u>ACON26123</u> Official File: _____	City of Peoria, Arizona. Effective Date: <u>9/8/23</u> Approved as to form:  <u>Emily Jurmu, City Attorney</u> <u>9/7/23 19:34 MST</u> Contract Awarded Date _____  <u>Christine Finney, Materials Manager</u>
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REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink or digital signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or



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creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

To the extent applicable, Contractor certifies to City that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in the provisions of ARS § 35-393.

Pursuant to the provisions of ARS §35-394, Contractor certifies that it will not use, during the term of the Agreement, i) the forced labor of ethnic Uyghurs in the People's Republic of China, ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, or iii) any contractors, subcontractors, or suppliers that use forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. To the extent that Contractor discovers an issue for its goods or services provided to the City which is in contravention of the certification above, it will notify the City as soon as practicable and take corrective actions in order to remain consistent with its certification.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.



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13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of



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completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.



STANDARD TERMS AND CONDITIONS

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31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Air Release Valve Assessment, Repair, Replacement & Reporting**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
6. **Term of Contract:** The term of any resultant contract shall commence on the effective date indicated on page 1 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Proposal Opening:** Proposals shall be submitted no later than the due date and time indicated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing Offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
9. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
11. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will



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determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

12. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
13. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
14. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards of the industry.
15. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
16. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
17. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
19. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to accountspayable@peoriaaz.gov.
20. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
21. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.



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The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

22. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability



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The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

23. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid or contract number and title of the project.

24. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

25. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

26. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

27. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.



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28. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Manager of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Manager makes a written determination.
- c. The Materials Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Manager determines to disclose the information, the Materials Manager shall inform the bidder in writing of such determination.

29. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

30. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

31. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date

32. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct



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contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

33. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
34. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.
35. **Business in Arizona:** The City will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission. Businesses outside of Arizona may file documents to obtain a business license from the Arizona Corporation Commission. Information is available on the Arizona Corporation Commission's website at <https://www.azcc.gov> for more information. Businesses are cautioned the processing time can be lengthy.
36. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
37. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
38. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
 - a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:



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- i. Deduction from an unpaid balance;
- ii. Collection against the bid and/or performance bond, or;
- iii. Any combination of the above or any other remedies as provided by law.

39. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites.

- a. The City of Peoria Protest Policy and Procedures are available online at <https://www.peoriaaz.gov/government/city-law/city-code>. The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.
- b. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at <http://www.peoriaaz.gov/procurement>.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONSTRUCTION PRODUCT MARKETING, LLC, DBA CPM PIPELINES**

**EXHIBIT B
Scope of Work**

Purchase of goods and services as listed in the awarded City of Peoria Contract No. ACON26123 (Exhibit A) on an as needed basis.



SCOPE OF WORK

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I. GENERAL REQUIREMENTS

A. Purpose

It is the intent of the City of Peoria, Arizona (the "City") to award a contract for air release valve (ARV) and associated isolation (gate/butterfly/plug) valve assessment at various water service mains, sewer force mains, and sewer lift stations.

B. Background

The City has approximately 50 ARV's on lift station and sewer force main systems and approximately 600 ARV's in the water distribution system. These ARV's also require isolation valves for their maintenance and operation.

The City has a need for a contractor/service provider(s) ("Contractor") who has a documented history of performing field assessment, repair/replace and reporting services on ARV's and isolation valves.

The City may award contract based on the ability of the Contractor(s) to fulfill the assessment needs as listed the following tasks:

- **Task I** - Pre-Field Work Planning
- **Task II** - Field Assessment, Maintenance, Repair or Replacement
- **Task III** - Data Collection and Reporting

C. Contractor Qualifications

Contractor shall have a minimum of five years of qualified experience on the services as listed in this solicitation.

D. Sub-Contractor Qualifications

Subcontractors shall have a minimum of five years of qualified experience on the type of services as listed in this solicitation. List all subcontractors that will be used for any portion of this work and what services they will perform.

A list of three references for each of the proposed subcontractors should also be supplied.



SCOPE OF WORK

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Materials Management Procurement

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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

II. SERVICES

A. Task I – Pre-Field Work Planning

Review critical valve locations with the City and prioritize valves to be assessed. Collect and review GIS data and as-built plans to develop a schedule for the air valve assessment. This includes planning for permitting, traffic control, access to secured areas, confined space, and emergency response planning. The City will work with the Contractor to obtain required permits.

B. Task II – Field Assessment, Maintenance, Repair or Replacement

Conduct physical inspections of each asset identified in Task I. Collect information on the manufacturer, size, condition, operation, access, and any other physical element ascertained during the inspection and assessment of each asset. Ensure that safety measures are taken when operating, isolating, and entering confined space. Coordinate this work with the City and contractor(s) performing work in the area.

Prior to the Contractor performing any maintenance, repair or replacement work, the Contractor will be required to provide the City a written report including condition of valves, recommended repairs and cost of repairs. Where necessary, and with prior written approval, the Contractor will be allowed to remove and disassemble the equipment prior to providing the City written estimates

C. Task III – Data Collection and Reporting

After the Field Assessments are complete, compile and analyze the data collected in a single database that will result in a standard reporting function on each asset, which can be entered into the City's asset management and/or work order system. Provide a final report on each asset that has collected data during this project. The report should summarize the condition of each asset and recommendations for repairs or replacement. This task will include a results workshop with the City to discuss the results presented in the final report.

D. Equipment

- 1) The Contractor shall have equipment and staff for performing confined space entry.
- 2) The Contractor shall have equipment for assessing, removing and replacing mechanical components associated with ARV's and isolation valves.
- 3) The Contractor must be capable of developing and implementing traffic control plans if needed.

E. Supervision by the Contractor

The Contractor shall supervise and direct all site maintenance work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of maintenance as well as compliance with all applicable safety practices, codes, and regulations.

The Contractor shall employ during the full term of the contract a qualified supervisor or superintendent which shall have been designated in writing by the Contractor as their authorized representative at the site.



SCOPE OF WORK

Solicitation Number: **P24-0003**

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The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

F. Work Estimates

Prior to the Contractor performing any repair work, the Contractor will be required to provide the City a written report including condition of valves, recommended repairs and cost of repairs. Where necessary, and with prior written approval, the Contractor will be allowed to remove and disassemble the equipment prior to providing the City written estimates.

G. Additional Services

Additional services beyond the normal scope of equipment repairs and replacement may be requested and performed with a written addendum to the scope of the site repair service requirements.

H. Lock Out Tag Out

The Contractor is responsible for the lock out/tag out of all mechanical equipment affected by the work. The Contractor's personnel will be responsible for notifying City site staff, and disconnecting/reconnecting equipment as required during the course of the site work.

I. Disinfection

The Contractor shall be responsible for cleaning and disinfection of City potable water equipment prior to and during installation in conformance with the minimum requirements of the Maricopa County Department of Environmental Services for potable water facilities. The Contractor shall protect all potable water piping from any and all potential sources of contamination.

J. Cleanup

The Contractor shall clean, repaint/re-coat, and restore all pipe work and equipment disturbed or damaged as a result of their work to match the existing paint and/or coatings. Any damage caused by the Contractor to site appurtenances, structures, and perimeter fencing shall be restored to pre-construction conditions. Site landscaping, including decomposed granite or aggregate surfacing, shall be restored to a pre-construction condition.

After all work under the Contract has been completed, the Contractor shall remove all debris, spoils, unused materials, temporary structures, and construction equipment from the site.

K. Protection of Excavations or Partially Finished Work

The Contractor shall properly identify, isolate, and protect all excavations or partially finished work, and shall be responsible for the same until the entire contract is completed.



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L. Dumping and Disposal of Waste

The Contractor shall provide for and facilitate the safe disposal of all contaminated waste products, hazardous materials, construction debris, etc., at an off-site location authorized and designed for such materials. Any disposal/dumping of waste products or unused materials shall conform to applicable federal, state and local regulations. Copies of regulated materials disposal documentation shall be provided to the City.

M. Response Time

Emergency response time for City equipment at wells, sewage lift stations, treatment plants, and booster stations shall be within twelve (12) hours after notification.

Emergency repairs must be completed within twenty-four (24) hours of notification to proceed.

Normal non-emergency response time and warranty response time for City repairs shall be within seventy-two (72) hours after notification.

N. Replacement Parts

The City may choose to purchase other related equipment from the Contractor. The price to be paid to the Contractor by the City will be billed at the invoice price multiplied by the "cost plus" percentage offered by the vendor on the Price Sheet. All invoices submitted to the City must include copies of the Contractor's original invoices from the outside service vendor. Replacement materials must meet original manufacturer's specifications.

The Contractor may be required to provide written pricing for repair parts on specific jobs prior to the City authorizing purchase of the parts. The City reserves the right to supply spares from its current inventory. The City may also purchase other related equipment directly from the manufacturer or from other vendors if it is in the City's best interest to do so.

The Contractor shall provide a minimum of ninety (90) days warranty for all replacement parts.

O. Warranty

The Contractor warrants that it shall use sound engineering principles and construction practices in the performance of the work. Also, that it shall apply to the work that degree of skill, care, judgment and supervision necessary to assure that the work shall be of the highest quality. Best trade practices shall be followed, with proper engineering, materials, and workmanship suitable for the intended purpose. Site work shall be free from defects due to faulty materials, services, or workmanship until the expiration of one year from the date of final payment under the contract. The Contractor further warrants that the work shall fulfill the terms of any special guarantees established by the Contract. In the event of any warrantable condition, the Contractor guarantees that it shall promptly make suitable repairs or replacement at its own expense. In either case, the Contractor shall also be responsible for any damage to other City equipment or property incurred as a direct result of the warranted condition. The Contractor shall extend all warranties provided by subcontractor and vendors to the City. These warranties are in addition to all warranties contained under the contract and do not release the Contractor from its responsibilities.



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The Contractor shall provide a ninety (90) day minimum warranty period covering full parts and labor costs for all repair work performed under the contract.

P. Inspection

The City Utilities Department Administration, at its discretion, may provide an inspector to observe the work for conformance with the requirements of the specifications and Contract. City Staff may direct the attention of the Contractor to deficiencies in the work; however such inspection shall not relieve the Contractor from its obligation to furnish acceptable materials, practices, or workmanship for the services provided.

In the case of any dispute arising between the City and the Contractor as to material furnished or the manner of performing the work, the City shall have the authority to reject materials or suspend the work until the issue can be reviewed by the Contract administrator(s). Utilities Department staffs are not authorized to revoke, alter, enlarge, relax or release any requirements of these specifications. City Staff shall in no case act as foreman or perform other job duties for the Contractor, nor shall it interfere with the management of the work by the Contractor.

City inspection or project supervision personnel shall not be considered as in direct control of the Contractor and/or its crew. Direct control of the site work and crew shall be solely the responsibility of the Contractor's foreman or superintendent.

Q. Additional Information

All proposals submitted shall include the following:

- 1) A detailed listing of products and services offered by the Contractor as is suitable for a comprehensive evaluation by the City. If the material, equipment or service you intend to offer has significant variations from the specifications stated in this request for proposal, please list those exceptions on a separate sheet.
- 2) If the contractor intends to subcontract services, either the full quantity or any portion thereof, the identity of the subcontractor(s) shall be submitted with the proposal.

R. Additional/Deleted Locations and Equipment

The City of Peoria reserves the right to add new or delete inactive sites and equipment similar to those



SUBMITTAL REQUIREMENTS

Solicitation Number: **P24-0003**

Materials Management Procurement

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I. QUESTIONS:

All questions regarding the solicitation should be sent in writing to the designated purchasing agent via email or through Messages/Opportunity Q&A on the City of Peoria's Purchasing Portal (Bonfire).

The designated purchasing agent for this solicitation is:

Viorel D. Gheorghita, Contract Officer
Phone: (623) 773-7077
Email: Viorel.Gheorghita@peoriaaz.gov

All questions must be submitted no later than the date and time indicated on the City of Peoria's Purchasing Portal (Bonfire).

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.

II. PROPOSAL DUE DATE:

Proposals are due no later than **5:00 P.M.** on **July 26, 2023**, unless the RFP is otherwise extended or cancelled via formal Solicitation Amendment.

III. INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:

- A. Proposals shall be submitted through the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- B. Solicitation Amendments: Any changes to the solicitation document will be in the form of a Solicitation Amendment. Amendments are posted on the City of Peoria's Purchasing Portal (Bonfire) website at <https://peoriaaz.bonfirehub.com/portal> under the appropriate solicitation opportunity. Interested parties are cautioned to check the Purchasing Portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.

The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.

IV. PROPOSAL CONTENT: The following items shall be addressed in the proposal:

- A. Firm & Staff Capabilities and Experience
- Brief history of the firm's history and experience
 - Location of the offices performing the services
 - Number of staff available to perform the services
 - Include individual staff's credentials/licenses/certifications



SUBMITTAL REQUIREMENTS

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B. Project Understanding and Method of Approach

- The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the scope of work as specified herein on a point-by-point basis.
- Provide any value-added options your firm can provide.
- Include a list of resources (equipment) available to perform the required services.
- Include response time and methods to respond to City's request for service.

C. Cost Considerations

- Offeror to complete the attached Price Sheet

D. Similar Project Experience

- References – Utilizing the Questionnaire, provide a list of three (3) clients with projects similar in scope and size, completed within the last five (5) years.

E. Conformance to RFP:

- Failure to provide all requested information may result in firm's proposal being rejected as non-responsive.
- Complete and return all City forms.
- Exceptions – Any exceptions to any part of the RFP must be clearly noted and identified.

V. **EVALUATION CRITERIA:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Firm & Staff Capabilities and Experience
- b. Project Understanding and Method of Approach
- c. Cost Considerations
- d. Similar Experience / References
- e. Conformance to Request for Proposals

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONSTRUCTION PRODUCT MARKETING, LLC, DBA CPM PIPELINES**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and Compensation shall be made as outlined in City of Peoria Contract No. ACON26123.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$200,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Project compensation is outlined in the attached City of Peoria Contract No. ACON26123.



PRICE SHEET

Materials Management Procurement

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Solicitation Number: **P24-0003**

<u>Task</u>	<u>Description of material and/or services</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>
	Price shall include all labor, material, overhead and taxes to perform the services as outlined in the bid solicitation. The quantities listed are estimated only.			
I.	PRE-FIELD WORK PLANNING	1	Day	\$2,000.00
II.	FIELD ASSESSMENT, MAINTENANCE, REPAIR OR REPLACEMENT			
A.	Confined Space Support	1	Day	\$1,500.00
B.	Assessment Field Staff	1	Day	\$2,500.00
III.	DATA COLLECTION AND REPORTING	1	Each	\$3,000.00
IV.	REPLACEMENT PARTS (COST PLUS)	25%		
V.	TRAFFIC CONTROL (COST PLUS)	20%		
VI.	Supplemental Rate Sheet Attached	<input checked="" type="checkbox"/> <u>Yes</u> <input type="checkbox"/> <u>No</u>		



QUESTIONNAIRE

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Solicitation Number: **P24-0003**

Please list a minimum of three (3) owner references from similar projects whom the Materials Management Division may contact:

1. Company: City of Peoria
 Contact Name: Mike Klingener Phone: 623-451-4970
 Email: michael.klingener@peoriaaz.gov
 Project Name: City of Peoria P19-0017, Air Release Valve Assessments, Repair, Replace and report
 Project Cost: \$150,000.00
 Project Description: performed air valve assessment, repair and maintenance on force main air valves throughout the system from 2018 to 2023

2. Company: City of Chandler
 Contact Name: Gina Ishida-Raybourn Phone: 480-434-9906
 Email: gina.ishida-raybourn@chandleraz.gov
 Project Name: Multiple Phases of Air Valve Inspections, Assessments, Repair and Replacement
 Project Cost: \$200,000.00
 Project Description: Over the the past 6 years completed air valve inspections, assessments, replacements and repairs on both water and sewer air valves. 101 FM, Ocotillo FM, PUmp Back Intel Brine Line, Water Transmission mains, and others

3. Company: Town of Cave Creek
 Contact Name: Shawn Kreuzwiesner Phone: 480-479-9341
 Email: skreuzwiesner@cavecreekaz.gov
 Project Name: Multiple Phases of Air Valve Inspections, Assessments, repair and replacements
 Project Cost: \$200,000.00
 Project Description: Completed air valve inspections, assessments, repairs and replacements on CAP Raw Water, Cave Creek Road FM, Cave Creek Road Reclaimed main, and others since 2018



QUESTIONNAIRE

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Offeror acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being rejected.

Yes No *If no, give reason below*

Offeror acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

Yes No *If no, give reason below*

Proposal Submittal

PROPOSAL



Air Release Valve Assessments, Repair, Replacement and Reporting

Solicitation No. P24-0003

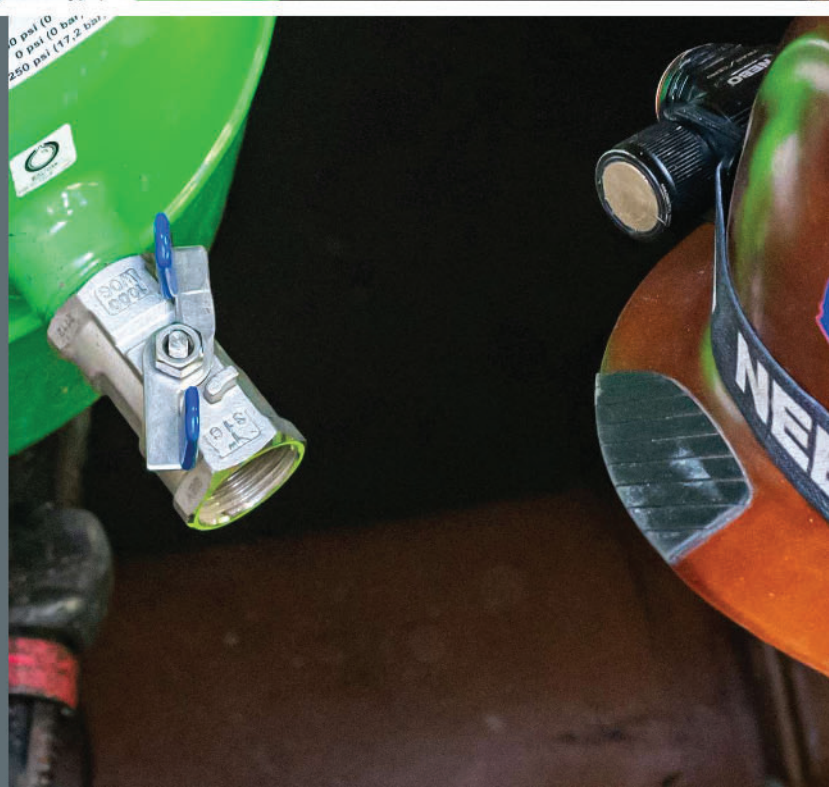
July 26, 2023



SUBMITTED BY:

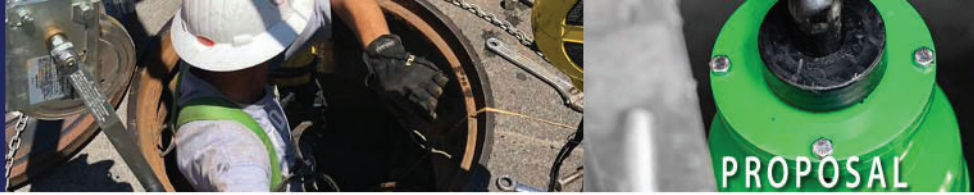


3625 East Atlanta Avenue, Unit 2
Phoenix, AZ 85040
480.438.1283



**Air Release Valve Assessments,
Repair, Replacement and Reporting**

Solicitation No. P24-0003



July 26, 2023

City of Peoria
Materials Management (2nd Floor)
9875 N. 85th Avenue
Peoria, Arizona 85345

**RE: Air Valve Release Valve Assessments, Repair, Replacement and Reporting
Solicitation No. P24-0003**

To Whom It May Concern:

CPM Pipelines (CPM) would like to thank the City of Peoria for the opportunity to provide qualifications for the Air Release Valve Assessments, Repair, Replacement and Reporting, Solicitation No. P24-0003. CPM provides a specific approach to air valve inspection and assessment, with a project management system that is continuously refined and tied directly in collaboration with the client's goals and objectives..

Located in the metropolitan Phoenix area, our team is available to mobilize on short notice, work in confined spaces, coordinate meetings, and provide comprehensive reports for the City's future decisions to budget for maintaining and repairing their valuable infrastructure.

If you have any questions with the information contained in this proposal, please do not hesitate to contact me at 480.206.2309.

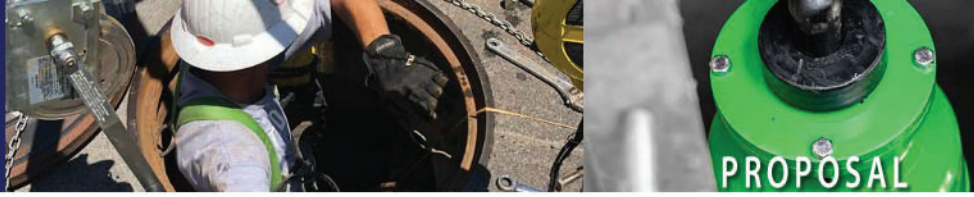
Kindest Regards,

Chris MacDonald
President



3625 East Atlanta Avenue, Unit 2 ■ Phoenix, AZ 85040 ■ 480.438.1283

cpmpipelines.com



A. Firm and Staff Capabilities and Experience

Firm's History and Experience

Founded in 2010, privately held and headquartered in Phoenix, Arizona, CPM specializes in providing field inspection services for pipeline condition assessment projects and specialty pressure pipe rehabilitation systems and technologies. CPM provides services in a variety of industries including municipal water and wastewater, industrial, and power through sourcing methods that include direct to client, as well as collaboration with reputable contractors and many national consulting firms. Our record of successful projects spans the United States from east coast to west coast, with thousands of projects focused on pressure pipe inspection and pressure pipe rehabilitation. CPM strives to introduce and pioneer new technologies previously unavailable in the United States and diligently evaluates these technologies prior to introducing them to our trusted client network. CPM is honored to have been selected by the innovators at Acquaint and ASOE to partner in North America to deliver their unique inspection and rehabilitation technologies on projects with clients nationwide.

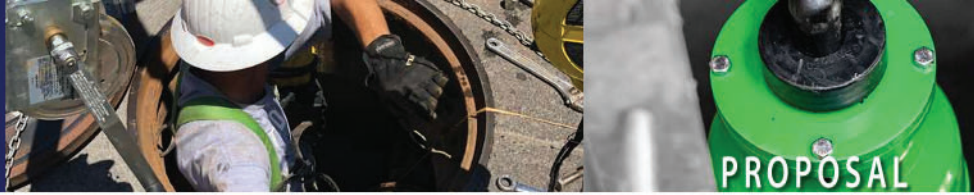
CPM's mission is dedicated to delivering innovative, best in class products and services while prioritizing integrity, safety, loyalty and environmental stewardship. Employees are empowered to pioneer new technologies, and deliver solutions that transform how asset managers navigate complex issues. Our safety and sustainability focus ensures responsible operations that protect employees, clients, and the environment. We are solution-driven, working closely with our partners to understand their unique needs related to extending the useful life of critical assets while protecting our natural resources.

CPM is dedicated to providing innovative technologies and services, unmatched in the industry, for clients looking to proactively maintain and extend the life of their critical infrastructure. Our staff is fully trained for performing work

in challenging conditions including, but not limited to, confined space entry, traffic right of way, industrial and mining sites, and underwater applications. We are equipped for pressurized pipe condition investigations that include metallic, concrete, PVC, FRP, PCCP, bar wrapped, asbestos cement and others for pipe diameters from 8-inch to over 100-inch. In addition to both manned entry, robotics, and in-line inspection tools for pipe inspections, CPM also provides installation, start-up, maintenance, and repair services for ancillary items associated with the pipelines including air valves, isolation valves, control valves, and water storage facilities.

CPM has offered air valve inspection, assessment, repair and maintenance services to clients throughout the United States for eight years. Since developing a specific approach to air valve inspection and assessment work, project management systems have been implemented to continuously refine and improve the process, reporting capabilities have been refined and results are tied directly to goals and objectives of the client working in collaboration. Improvements have included confined space entry policies and procedures, improved safety plans, planning documents associated with each phase of a project, field service staff training and testing based on air valve inspection and maintenance tasks, checklists for inspections, daily logs for each location evaluated and reporting that includes photos, maps, and details associated with the installation and operation of each valve. In addition, the operation of isolation valves and condition is recorded and repairs are performed when possible.

Whether the needs of the client involve pressure pipe, gravity pipe, water, wastewater, air or gas, CPM has equipment and technologies to provide best in class inspections in addition to various point repair or full rehabilitation solutions. We have the capability to support the needs of rehabilitation projects, design, product selection, installation, and start up. Our project footprint for pipeline inspection and rehabilitation spans throughout the United States with projects completed at extreme depths up to 800-feet below grade.



Staff Availability and Credentials

CPM's technical crew will respond to the City's requests within four hours. Staff are located in Phoenix metro area, allowing for prompt response to the City's emergency needs. A team of five technical crew are available for the City's needs:

Trace Hammonds

Confined Space Certified, OSHA 30

David Burks

Confined Space Certified, OSHA 30, ADEQ Grade 1 Collections

Levi Hawkins, PE

OSHA 10, NASSCO, MSHA 30, First Aid and CPR Certified, Confined Space Certified

Steven Tellez

OSHA 30, Confined Space Certified, Air Valve Maintenance and Assessment Certified

Steve Burks

CSC, OSHA 30, MSHA 30, Confined Space Certified

Project Understanding and Method of Approach

City of Peoria wishes to continue their ongoing air valve inspection, assessment, repair and replacement program initially implemented in 2018. The initial program proved successful in protecting critical pipeline assets throughout the pressurized collection system (force mains). The program included the inspection, assessment, repair and or replacement of many of the valves throughout the system, as well as routine maintenance and repairs as needed. The program was critical in protecting businesses, customers, and the environment through the reduction of unplanned emergency repairs and pipeline failures related to dysfunctional air valves operating on critical force mains. The current contract will be a continuation of work. CPM, working with City of Peoria staff has gained knowledge and experience working collaboratively with the team, and will continue to work together to improve the system and deliver efficiencies in the staffs' operation of these critical assets and the protection offered from properly functioning air valves and isolation valves. Completing replacement and repairs to critical valves along the Butler IPS force main will be essential in the continuation of the program and create a safer work environment for staff and further reduce unplanned emergencies.

CPM will work with the City of Peoria to proactively identify goals and objectives related the air valves throughout their system and work together to develop specific scopes, work plans and reporting that meet the goals and objectives created by the team. CPM will provide safety plans to ensure the safety of both City of Peoria staff and CPM field services team members. In an emergency situation CPM will be available with four-hour notice to mobilize a local field service team to handle any situations that may develop related to improperly functioning air valves that need to be immediately addressed and keep air valves in stock at their Phoenix location to address any immediate replacement needs.



Once work plans, safety plans, necessary traffic control and other details are established, CPM will schedule the required work and complete it efficiently per the City of Peoria requirements. CPM will ensure that common repair parts are available on service trucks and that staff are trained in the operation and maintenance of valves encountered while performing inspections and assessments. CPM will make any minor repairs while on site performing inspections and assessment and collect all relevant data necessary to meet the reporting goals developed through collaboration between CPM and Peoria staff. Reporting will include pre-planning documents, daily logs, inspection and assessment data on air and isolation valves, site conditions, and recommendations for repairs or replacements. All the information will be organized and summarized in a report and format developed through the collaboration between the CPM project management team and the City of Peoria project management team.

A condensed version of the technical report for a recent air release valve inspection for the City of Chandler is provided on pages 10-27, illustrating CPM's staff expertise and dedication to the quality of work.

Recent kick-off meeting agenda for Oklahoma City's force main assessment program is included on page 29.

Value Added Options

CPM proudly offers unrivaled, high-resolution inspection technologies by Acquaint, Gutermann leak detection, CCTV, sub aqueous ROV, pipe scanner, Electromagnetic Bracelet Probe™, INGU Pipers® free floating, and BulletLiner System® FFRP trenchless rehabilitation, providing proven solutions to pipeline assessment, inspection and rehabilitation needs.

Resources

CPM's resources for air release valve assessments, repair and replacement include: confined space equipment, F250 service truck, and pumping equipment.

Response Time and Methods

CPM's technical crew will respond to the City's requests within four hours. Staff are located in Phoenix metro area, allowing for prompt response to the City's emergency needs. CPM will provide the City with direct contact to Chris MacDonald, president; Trace Hammonds, field supervisor, and Steve Burks, director of field operations.



FORMS:

- Signed Proposal Offer
- Cost Considerations
- Questionnaire
- Similar Project Experience





TECHNICAL REPORT





TECHNICAL MEMORANDUM

June 30th, 2023

To: City of Chandler Public Works & Utilities Department

Attn: Melanie Sikes, PE

From: Levi Hawkins, PE

RE: Chandler/Ocotillo Air Release Valve Inspection

Ms. Sikes,

In May 2023, CPM Pipelines (CPM) carried out the inspection of approximately 22 air release valve (ARV) vaults in the City of Chandler. The ARVs serve wastewater force main pipelines for the city. Some vaults contained more than one valve while others were unable to be located. Eight vaults were located along Ocotillo Road, thirteen along Queen Creek Road, and an additional valve was inspected near the Gila River Casino along loop 202.

The primary goals of the inspection were to follow up on a previous (2019) assessment performed by CPM, document the condition of the valves, valve vaults, and provide recommendations for repairs and/or replacements. The inspections were performed by experienced ARV technicians and inspectors under certified confined space entry protocol. The steps taken to inspect the ARVs were as follows:

1. Closure of the isolation valve,
2. Opening the valve drain,
 - a. If the valve drains continuously, valve is broken, and inspection cannot continue.
 - b. Failure to drain at all is evidence of valve failure in closed position and locking water inside the body. Inspection cannot continue.
 - c. If the valve drains properly, inspection can proceed.
3. Disassembly of the top portion of the valve body,
4. Removal of internal function unit,
5. Inspection of diaphragm, float, springs, and debris shield,
6. Reassemble valve and ensure it reseats and does not leak.

Nearly all the valves inspected along both portions of the project could not be isolated from the main and therefore inspections were ceased early on (although many were still tested for draining). In these cases, a new isolation valve was recommended for a proper inspection. However, even without isolating, many of the valves showed strong evidence of failure (seized drain plugs, visual signs of poor functioning, improper drainage assemblies, etc.).

In addition to the valves and associated piping, CPM also performed an assessment of the vault components including the condition of the frame, cover, and concrete.



As part of the inspections, CPM completed a field assessment report for each location. These reports are contained in Appendix A (Ocotillo) and B (Queen Creek) of this document.

After completing the inspections, CPM and the City held a meeting to discuss the recommendations for the Ocotillo ARVs. CPM provided a list of recommended parts and repairs for each ARV vault location and provided a quote to the city to perform the work (Appendix C). A summary of the Ocotillo Road recommendations is included in the table below (vault numbers based on the map included in Appendix D).

As CPM moves forward with a review of the records collected for the Queen Creek Road vaults, a similar list of recommendations will be created and reviewed with the City of Chandler and this memorandum shall be revised.



Vault No.	Approximate Location	Valves	Valve Size	Vault Condition Notes	Recommendations
1	Dobson Rd / Intel Blvd	1	4-inch	Good/fair condition, minimal evidence of water intrusion or drainage issues (some standing water on vault floor)	Replace with 4-inch flanged H-Tec 986, remove existing ARV & base, install 4-inch isolation valve, use flexible hose to convey ARV discharge into drain
2	Ocotillo Rd / SW Jacaranda Pkwy	1	4-inch	Overall good condition, no evidence of water intrusion or drainage issues	Discharge fitting (top of ARV), attempted to install but vertical clearance prevented, replace with 4-inch flanged H-Tec 986 (or 989 for clearance), use flexible hose to convey ARV discharge into drain
3	Ocotillo Rd / SE Jacaranda Pkwy	1	4-inch	Overall good condition, wet dirt along vault floor but no other evidence of drainage issues (could be weather related)	Replace with 4-inch flanged H-Tec 986, remove existing ARV & base, install 4-inch isolation valve, use flexible hose to convey ARV discharge into drain
4	Ocotillo Rd / SE Jacaranda Pkwy	2	6-inch	Overall good condition, no evidence of water intrusion or drainage issues	Attempt H-Tec repair kits first, install 6-inch isolation valves (replace or abandon existing), use flexible hose to convey ARV discharge into drain, replace valves outright if unable to repair
5	Ocotillo Rd / Basha Rd	2	6-inch	Good/fair condition, minimal evidence of water intrusion or drainage issues (some standing water on vault floor)	Replace with 6-inch flanged H-Tec 986s, install 6-inch isolation valves, use flexible hose to convey ARV discharge into drain
6	Ocotillo Rd / Arizona Ave	2	6-inch	Overall good condition, no evidence of water intrusion or drainage issues	To Be Determined, City Advised to Hold Off on Work At This Location
7	Ocotillo Rd / Centre Pointe Pkwy	1	4-inch	Good/fair condition, minimal evidence of water intrusion or drainage issues (some standing water on vault floor)	Replace with 4-inch flanged H-Tec 986, install 4-inch isolation valve (review if space allows vertical isolation valve placement, preferred), use flexible hose to convey ARV discharge into drain
8	Ocotillo Rd / Centre Pointe Pkwy	2	6-inch	Poor condition, strong H2S presence noted, and concrete exhibits exposed aggregate and other signs of degradation	Consider rehabilitation of the vault, replace both ARVs with 6-inch flanged H-Tec 986, remove corroded DIP fittings, use flexible hose to convey ARV discharge into drain
9	Loop 202 / Gila River Casino	1	2-inch	Large vault, significant (about 12-inches) of standing water along floor, no odor of wastewater, concrete in excellent condition	None, valve in excellent condition



Appendix A

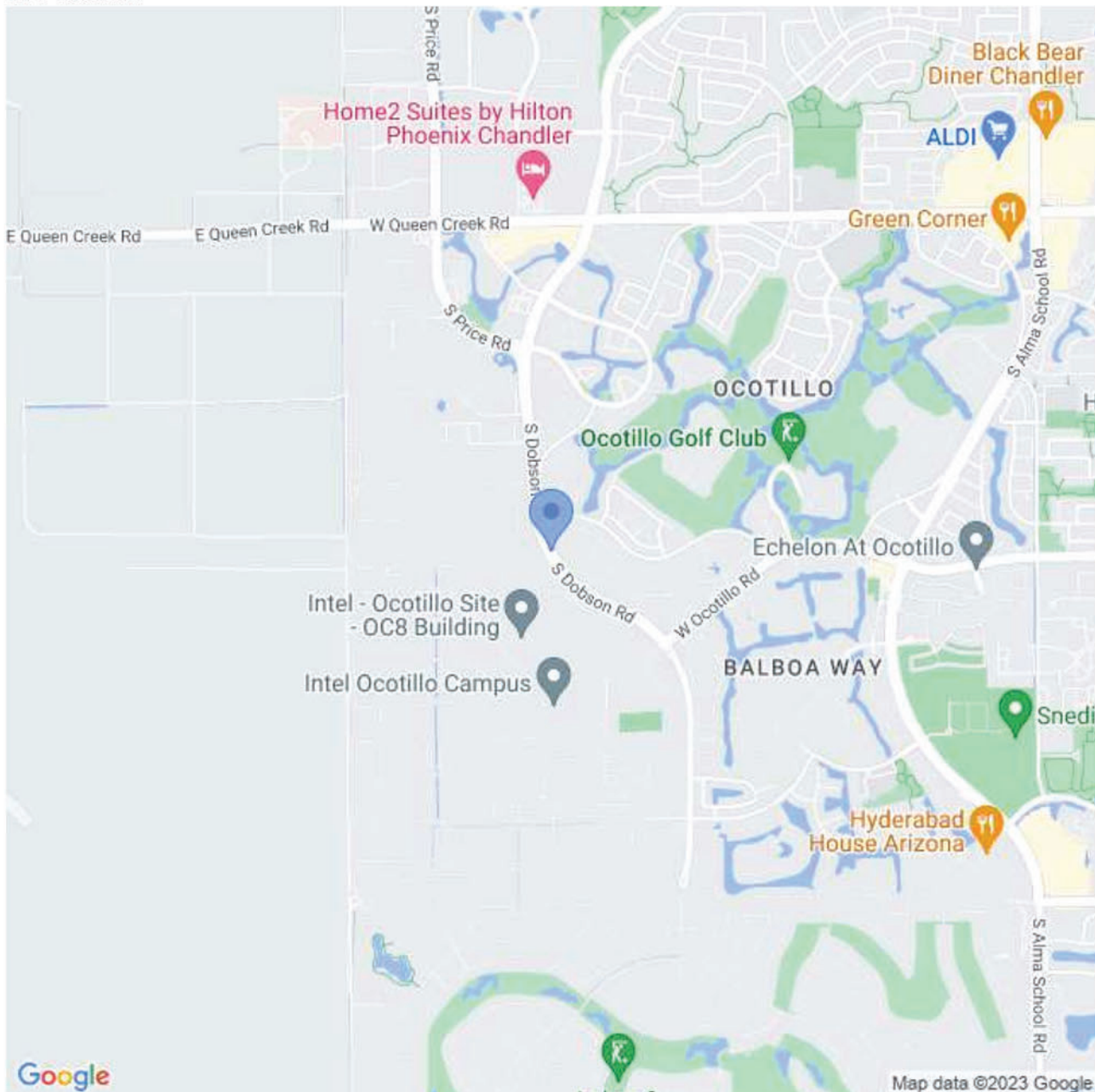
Ocotillo Road Field Reports

ARV Inspection / Assessment

Header Information

Inspection Date 03/29/2023	City Chandler	Inspection Time 11:03 AM
Inspector Name Levi Hawkins	State AZ	Buried or Above Ground Buried
Location (Cross Streets if no Address) Ocotillo Map #1 (Dobson)	Zip Code 85248	Overall Vault condition From Top Good

GPS Location



ARV Inspection / Assessment



ARV Inspection / Assessment

Valve Information & Condition

Cover Condition

Good

Valve Manufacturer

ARI

Valve Model

Unknown

Size

4"

List Components Dis/Reassembled

During Inspection

None, Limited inspection as valve cannot isolate

Isolation Valve Condition

No isolation valve, cannot perform significant inspection

Drain Plug Condition (Operable, Able to Drain, etc.)

Seized, cannot turn

Overall Condition Notes

Cannot isolate, drain, or service

Parts Replaced During Inspection

None

Additional Replacement Part

Recommendations

Investigate requirements to add isolation valve, at which point air valve is recommended for replacement due to drain issue (sign that more parts are likely worn/broken)

Additional Observations

None

ARV Condition Photo 3



ARV Condition Photo 1



ARV Condition Photo 2



ARV Inspection / Assessment

Vault Condition

Visible Water Intrusion Issues

Minimal water in bottom of vault

Water Drainage Issues

Minimal water in bottom of vault

Overall Vault Condition

Good

Misc. Recommendations

None

Vault Photo #1



Vault Photo #2

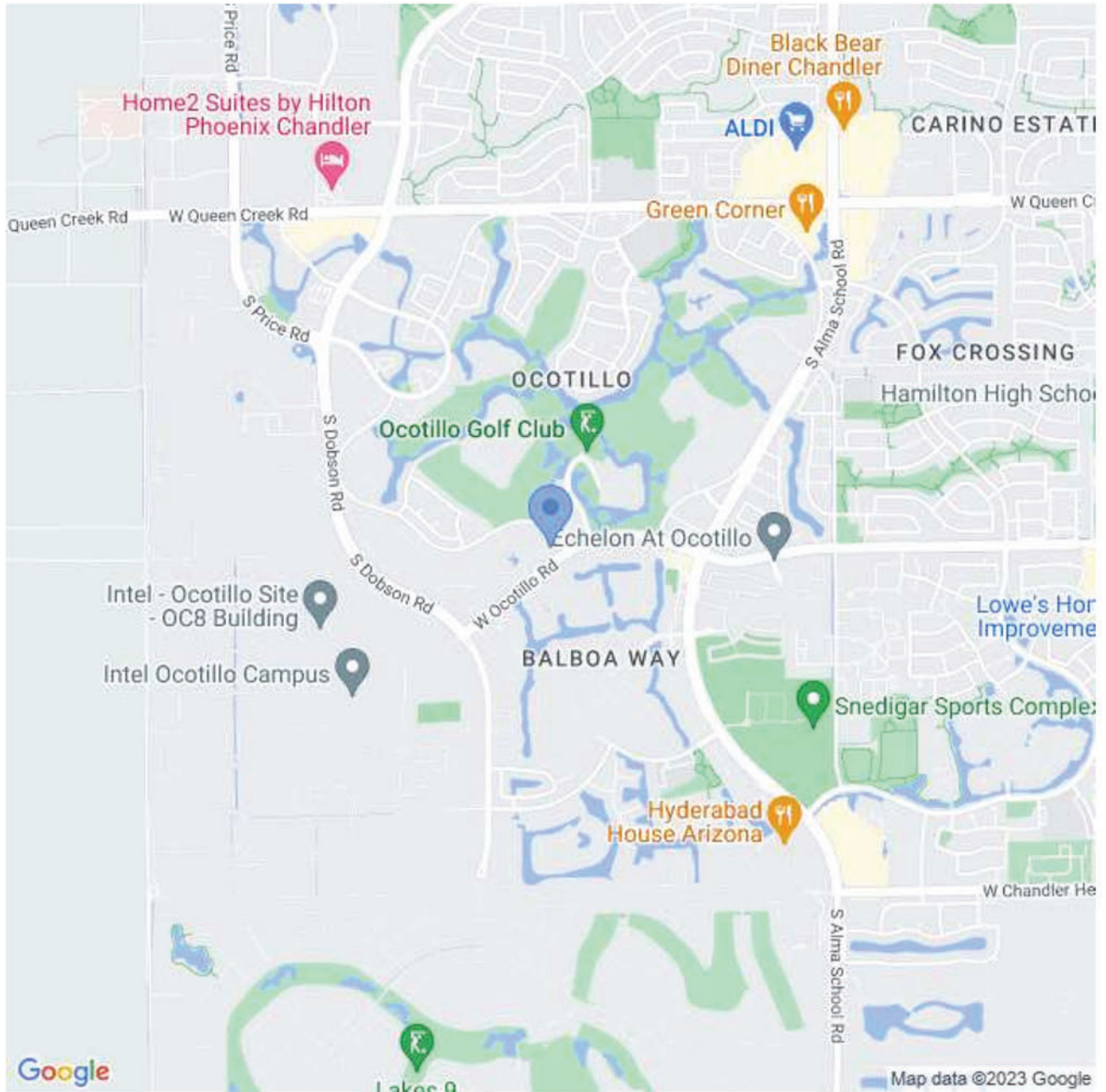


Summary

End Inspection Time

11:09 AM

ARV Inspection / Assessment



ARV Inspection / Assessment



ARV Inspection / Assessment

Valve Information & Condition

Cover Condition

Good

Valve Manufacturer

H-Tec

Valve Model

Unknown

Size

4"

List Components Dis/Reassembled

During Inspection

None, cannot isolate ARV

Isolation Valve Condition

No isolation valve, as with others could be due to the customized nature (vault, piping) of the ARV installation and design

Drain Plug Condition (Operable, Able to Drain, etc.)

Drain valve is operable, lots of sludge coming out immediately upon opening, after blowing out sludge the drain operated as normal

Overall Condition Notes

Limited inspection performed as valve cannot be isolated

Parts Replaced During Inspection

None

Additional Replacement Part

Recommendations

Consider requirements needed to install isolation valve, additional inspection can be performed at that point if not outright replacing the valve

Additional Observations

Air valve is connected to jumper line off of the force main, vault serves as a housing for this piping.

ARV Condition Photo 3

ARV Condition Photo 1

ARV Condition Photo 2



ARV Inspection / Assessment



ARV Inspection / Assessment

Vault Condition

Visible Water Intrusion Issues

No evidence

Water Drainage Issues

Top of valve missing discharge pipe, tried to install one but not enough overhead clearance

Overall Vault Condition

Good

Misc. Recommendations

None

Vault Photo #1



Vault Photo #2

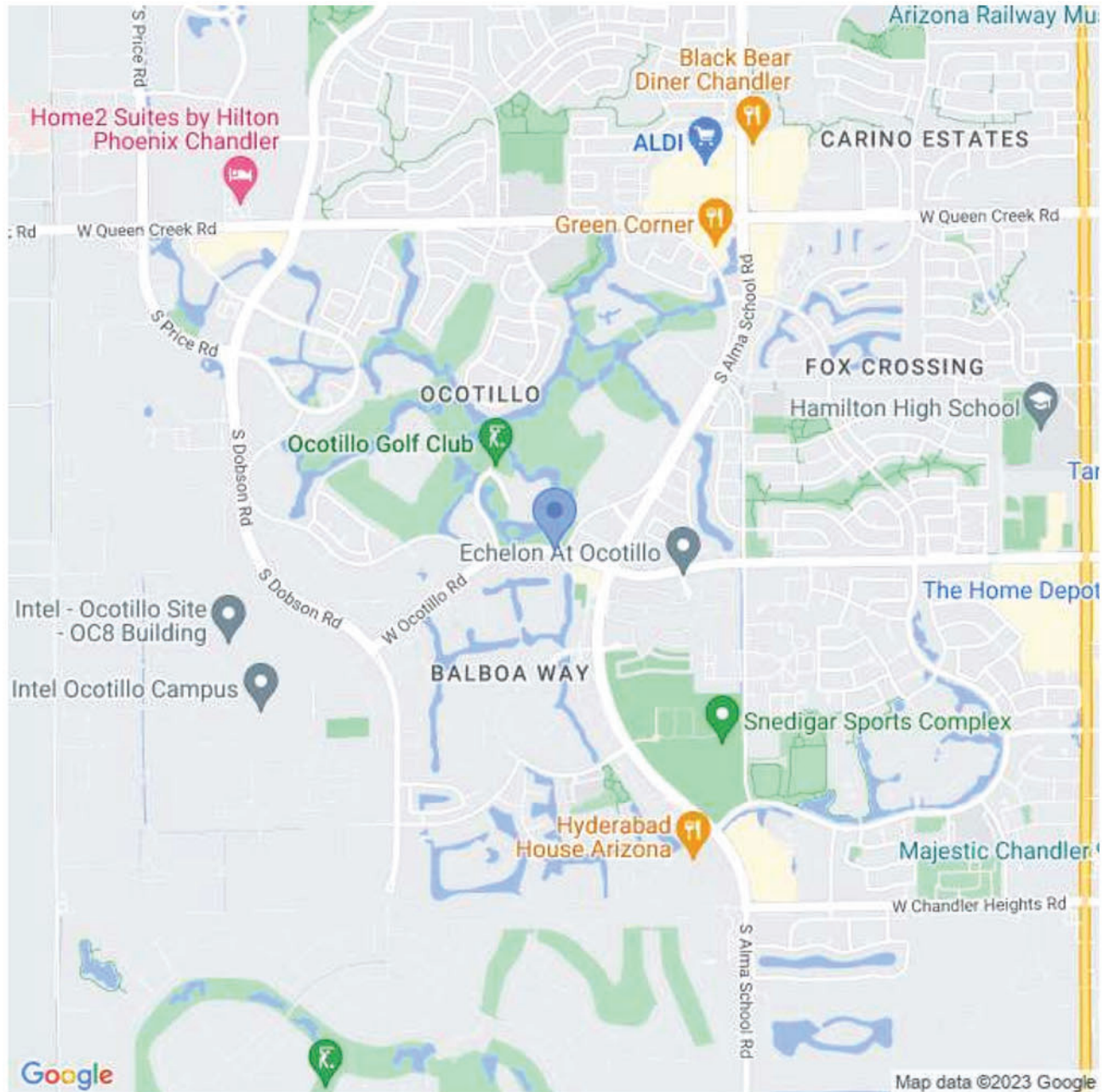


Summary

End Inspection Time

10:58 AM

ARV Inspection / Assessment



Top Side Photo

ARV Inspection / Assessment



ARV Inspection / Assessment

Valve Information & Condition

Cover Condition

Good

Valve Manufacturer

ARI

Valve Model

Unknown

Size

4"

List Components Dis/Reassembled

During Inspection

No isolation valve, inspection limited, nothing disassembled

Isolation Valve Condition

No isolation valve exists

Drain Plug Condition (Operable, Able to Drain, etc.)

Single drain plug, seized

Overall Condition Notes

As with others, vault is for a jumper line from main to ARV, piping is customized to fit ARV

Parts Replaced During Inspection

None

Additional Replacement Part Recommendations

Investigate design requirements to add isolation valve, potential full replacement of valve

Additional Observations

None

ARV Condition Photo 3



ARV Condition Photo 1



ARV Condition Photo 2



ARV Inspection / Assessment

Vault Condition

Visible Water Intrusion Issues

No evidence, drain hole in bottom of vault

Water Drainage Issues

Small amount of wet dirt on bottom of vault, suggests drain is discharging as normal

Overall Vault Condition

Good

Misc. Recommendations

None

Vault Photo #1



Vault Photo #2



Vault Photo #2



SUMMARY

End Inspection Time

02:14 PM



SAMPLE KICK-OFF MEETING



Oklahoma City Force Main Assessment (OCWUT 01-23)

Kickoff Meeting

Agenda

Date: July 11, 2023

Time: 11:00am – 12:00pm CST

Location: Virtual (Teams)

1. Introductions, Roles/Responsibilities
 - a. OKC
 - b. CPM
 - c. MMG

2. Public Records Request
 - a. Status

3. Assessment Phase 1
 - a. Six Force Mains (distances?)
 - i. 20,142-LF Total. 4-, 10-, and 12-in

4. Available Technologies & Associated Deliverables
 - a. Establishing & Meeting Expectations

5. Phase 1 Anticipated Timeframe

6. Open Discussion



Trusted technologies. Innovative solutions.