

CITY OF GRANTS PASS
PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS



TESTING OF SINGLE-FAMILY
RESIDENTIAL BACKFLOW
ASSEMBLIES

FEBRUARY 2021

Request for Proposals

City of Grants Pass Testing of Single-Family Residential Backflow Assemblies

The City of Grants Pass is accepting bid proposals to perform testing services for approximately 4,610 single family residential backflow assemblies. The selected provider will be required to enter into a Professional Services Agreement (PSA) with the City. A draft PSA is attached for review.

GENERAL INFORMATION

Project Summary

Effective April 1, 2004, the City adopted Resolution No. 4783 which established a monthly fee to be charged to single-family residential customers for providing annual testing and maintenance of their backflow prevention assemblies. This service is to be provided by a qualified contractor (Contractor) and administered by the City Public Works Department (City).

Contractor will provide annual testing and reporting services for approximately 4,610 privately owned backflow assemblies located on premises of single-family residential customers. Additional assemblies are expected to be added into the contract each month, including new and existing residential assemblies.

A detailed listing of backflow assemblies will be provided to the contractor, including assembly address, general location, make, model, serial number, and size. Any missing information is the testing contractor's responsibility to document. Testing will begin as soon as possible but no later than April 15, 2021. There are approximately 850 reduced pressure principal backflow assemblies (RPBAs), 3,710 double check valve assemblies (DCVAs) and 50 pressure vacuum breaker assemblies (PVBAs) currently in the system. Additional assemblies may be added into the contract each month.

Backflow assemblies are located on private property, typically for landscape sprinkler systems and fire suppression systems, or where properties have secondary sources of water such as wells, GPID, or additional hazards identified by the City of Grants Pass.

Contractor is expected to supply all labor, transportation, equipment, and tools necessary to complete the scope of services included herein. This includes digging out boxes and removing debris. Properties are to be left in a satisfactory condition to the customer that is in the same or better than when they arrived

Confined space entry is not required.

Licensing and Certification Requirements

Contractor shall secure and maintain in good standing through the life of the agreement:

- State of Oregon Backflow Assembly Tester Certification and OHA licensing
- City of Grants Pass Business License
- City of Grants Pass Prequalification
- Valid Oregon Driver's License
- Either be licensed as a construction contractor with the Construction Contractors Board as provided under ORS chapter 701; or be employed by a landscape contracting business licensed under ORS 671.760 as required by ORS~448.279.
- Proper vehicle identification as required by the CCB
- Insurance and bonding for the life of the Contract

References

The contractor shall provide 3 written references related to commercial, municipal, and residential backflow testing experience.

SCOPE OF SERVICES

Length of Agreement

The term of agreement shall be for a two-year period and run through December 31, 2023. If the City terminates the contract due to performance issues, the contractor will not be eligible for consideration in future residential contracts for a 3-year period.

Labor, Transportation, Equipment, and Tools

Contractor is responsible to supply all labor, transportation, equipment, and tools necessary to complete the scope of services.

A listing of the project manager and all key personnel to be utilized on the project, detailing qualifications and responsibilities shall be supplied to the City.

Contractor is expected to dig-out, expose, and remove any dirt or debris as necessary for facilitating timely testing to minimize customer inconvenience. Spoils shall be hauled away, and hardscapes left clean.

Only qualified persons with current State of Oregon Backflow Assembly Tester Certification shall perform testing.

Contractor shall perform testing and maintain test gauge equipment in accordance with requirements of OAR 333-61-070 and -072.

Contractor shall display an identification badge provided by the City when working on this contract. Contractor shall make every attempt to communicate testing to the customer. No testing shall be performed without attempting to notify the customer of the purpose on their property. Not all backflow assemblies are located on private property, some are in the right of way.

All aspects of work shall be performed in a neat, professional, and courteous manner.

Testing and Maintenance Services

Perform Backflow Assembly Tests

Perform the routine annual test for each privately-owned residential backflow assembly identified on the City's master-list and any additional assemblies requested by the City of Grants Pass for the life of the agreement. The City will be notified no later than 5 business days following the failure of any backflow assembly. The City will hire a qualified plumbing contractor to repair backflow assemblies and retest if the plumbing contractor is a certified tester. The city will contact the contractor to perform a retest if any are needed.

Install Plugs

Install water-tight threaded plugs or caps in all test cocks for each assembly that does not have plugs or caps installed. These plugs or caps will be provided by the City and are only to be used for assemblies served by the residential testing contract and any unused will be returned to the city.

Complete Backflow Assembly Test Reports

Complete and submit Backflow Assembly Test Reports via XC2Live. Test reports submitted outside of 10 business days will not be accepted. Contractor may further be required to provide supplemental data such as detailed location information.

Tagging inspected assemblies

Tag assemblies that have been tested and passed with a weather sustainable tag identifying testing company's name, month and year tested.

Inspection and Follow-up

Contractor is subject to periodic work inspections, which may include witnessing test procedures and customer relations activity, gauge and equipment inspection, review of site conditions, and interviews with assembly owners regarding quality of work.

Scheduling and Coordination

Testing Schedule

The testing of residential backflow assemblies identified on the City's master list shall begin no earlier than March 15, 2021 and no later than April 15, 2021 and must be completed by November 15th of the same year. Consideration may be given for special circumstances or weather conditions that may affect the specified completion dates. The city may ask for assemblies to be tested out of order to allow more time to gain access to assemblies that are difficult to gain access to or if a customer issue arises.

Additional Assemblies

Additional assemblies may be added to the master list monthly throughout the agreement period and shall be tested within 10 days of contractor notification.

Coordination

Contractor shall communicate and coordinate the testing schedule to facilitate any advanced customer notifications as deemed by the City. Tester to provide a list of sections or streets to be tested weekly or biweekly to administrator to be able to provide customer service to customer contacting the City. Periodic status reports will also be required. Any issues encountered during testing shall be communicated via email to the City of Grants Pass backflow administrator and the water department superintendent.

Follow-up Response

Contractor shall be available to promptly respond to and resolve customer concerns or complaints regarding workmanship within 4 hours.

Customer Contacts and Communications

Assemblies are privately owned and located on private property. Contractor will be responsible for contacting customers in a courteous and professional manner. Contractor shall coordinate with backflow assembly owners for access and/or interruption of water service. The City requires the submittal of a written customer contact plan from the successful proposer.

If for any reason a backflow assembly cannot be tested, a door hanger is to be left at the customer's front door. The customer has 2 weeks to call and schedule their test. If after the 2-week period, the customer has not scheduled their test, a second door hanger must be placed on their door and they have 2 weeks to respond. If they have not scheduled their test by the end of this time frame the City of Grants Pass will then send a shutoff notice to the residence. A written weekly update of the address and date the doorhanger was delivered is required by Friday of every week to the City of Grants Pass. The door hanger is to be approved by the City of Grants Pass prior to use. The contractor is required to have a working phone number during the life of the residential contract.

Care to Be Taken When Working on Private Property

Contractor shall exercise care to avoid damage to plants or landscaping; site cleanup after testing and maintenance is required, site to be left in the same or in a better condition than arrival. More intense trimming needs to be approved by the customer.

Customer Satisfaction

Contractor is expected to make all reasonable efforts to ensure customer satisfaction with the services performed. Any complaints are to be addressed and communicated with City backflow staff within 24 hours.

MEASUREMENT AND PAYMENT

Contractor shall submit an invoice by the 10th day of each month detailing the number of tests performed in the previous month. The routine annual tests and any City requested re-tests shall be compensated at the individual assembly rate. Only assemblies with completed test reports submitted will be eligible for payment. Incorrect, inaccurate, or incomplete test reports will not be accepted.

PROPOSAL INSTRUCTIONS

Proposal submittal must include, as a minimum, the following:

1. Cost Proposal Form with prices adequate to cover the RFP scope of services.
2. Proof of liability insurance and
3. Proof of bonding that will not lapse over the term of agreement.
4. References per above.
5. Copy of licensing and certifications.
6. Pictures of vehicles used with proper identification.

TIME AND PLACE FOR SUBMITTING PROPOSALS

Proposals are to be submitted in a sealed envelope clearly labeled:

City of Grants Pass

Testing and Maintenance of Backflow Assemblies

Attn: Karen Frerk

City Recorder

101 NW 'A' Street

Grants Pass, OR 97526

Proposals will be accepted until **March 10, 2021**, before **3:00 p.m.** local time.

For additional information, please contact Craig Kuhnert, Distribution Superintendent, at (541) 450-6115.

PROFESSIONAL SERVICES AGREEMENT



PARTIES: The **CITY OF GRANTS PASS**, hereinafter referred to as City, and _____, hereinafter referred to as Contractor.

RE: Testing of Single-Family Residential Backflow Assemblies

This is a two year contract. Based on the terms and conditions contained herein, the Parties agree as follows:

1. **LABOR AND MATERIALS:** Contractor shall provide all labor, materials of whatever kind and character for completion of the Project. Because this is a professional services contract, City is relying on the expertise and reputation of the Contractor. Therefore, no part of this Project may be contracted out to other persons or firms without the express written consent of the City, except as previously stated in the Contractors proposal.
2. **SCOPE OF WORK:** Contractor is required to perform all the work as contained in the project description in the attached RFP. If the Contractor fails to perform as specified, he will be notified in writing by the Superintendent or his designee. The contractor shall make all remedies within 48 hours. If work is not performed by the end of the 48 hours, the City may terminate contract. If during the contract period, and after adequate notification, the Contractor does not maintain the required level of performance, the City may terminate the contract without penalty.
3. **PROJECT COST:** The City shall pay \$XX,XXX to the Contractor in accordance with the services in the attached RFP.
4. **ADDITIONAL WORK:** All additional (or optional) work shall be approved by the City of Grants Pass prior to commencement of said work.
5. **ORAL MODIFICATIONS AND WAIVERS:** The City's rights and benefits under this Agreement and any parts thereof may not be orally modified or waived.
6. **WRITTEN MODIFICATIONS AND WAIVERS:** The rights and benefits of the City, under this Agreement, may be modified or waived so long as said modification or waiver is in writing and signed by the City Manager or the Public Works Department Director.
7. **PAYMENTS:** Contractor may submit progress billings once every 30 days. Upon satisfactory completion of services listed in Section 2 above, the Contractor shall make a written request for final payment. The City shall make final payment to the Contractor within 30 days of written acceptance by the City.
8. **WORKMANSHIP:** Contractor's performance under this Agreement shall be done in a professional manner that meets or exceeds industry and professional standards of performance.

9. **WORKERS COMPENSATION COVERAGE:** Contractor and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Contractor shall provide proof of coverage at the time of the execution of this agreement and continuing proof of coverage during the period of this Agreement.
10. **LIABILITY INSURANCE:** Contractor shall maintain a policy of liability insurance in the form, and from an insurance company, approved by the City, which company is admitted or otherwise licensed to do business in the State of Oregon. Said insurance shall insure Contractor for the benefit of the City of Grants Pass in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$2,000,000. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by Contractor, or by an employee, representative, or agent of Contractor, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest. Contractor shall require its insurance carrier to provide to the City a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated, or canceled by the carrier without 30 days written notice sent by certified mail by the insurance carrier to the City. It is agreed that no person shall perform any acts on behalf of Contractor without having said insurance in full force and effect.
11. **COMPLIANCE WITH ALL LAWS:** Contractor shall:
- A. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in this contract.
 - B. Pay all contributions or amounts due the Industrial Accident Fund from Contractor or a subcontractor incurred in the performance of the contract.
 - C. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material.
 - D. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - E. Promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
 - F. Comply with all laws and administrative rules of the United States, the State of Oregon (including specifically ORS Chapter 279C), and the City.

- G. Not fail, neglect, or refuse to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this contract as such claim becomes due. If failure, neglect, or refusal occur, the proper officer or officers representing the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of this agreement. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.
- H. Not employ any person for more than eight hours in any one day, or 40 hours in any one week, except in case of necessity, emergency, or where the public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279C.540.
12. **ATTORNEY FEES:** If suit or action is brought by either Party to enforce any right created by this Agreement, the prevailing Party shall be entitled to recover in any trial court, and appellate courts, reasonable attorney fees, including costs and disbursements therein.
13. **SEVERABILITY:** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
14. **NO REMEDY EXCLUSIVE:** The remedies specified in this Agreement are cumulative to one another and to other remedies in law and equity, and no remedy is exclusive. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. To exercise any remedy specified in this agreement it shall not be necessary to give any notice, other than such notice as set forth herein.
15. **HOLD HARMLESS:** Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims, losses, damages, and liabilities that may arise from the performance or the failure to perform services under this agreement.
16. **ENTIRE AGREEMENT:** This document represents the entire agreement between the Parties. Prior conversations or writings between the Parties which are not specifically incorporated by reference into this Agreement may not be used by the Parties or by a Court of law to interpret the terms and conditions stated herein. Except as specifically set forth herein, prior courses of dealing and performance between the Parties, and trade usage and practices which may or may not be acceptable in the industry, also may not be used by the Parties or by a Court of law to interpret the terms and conditions stated herein. (Madison Indus. Inc. v. Eastman Kodak Co., 243 N.J. Super. 578,581 A.2nd 85 (1990)).

17. **TERMINATION:** City may terminate this Agreement at any time for its convenience, so long as it provides Contractor with written notice of termination no less than 15 days prior to the termination date.

IN WITNESS WHEREOF, the Parties have hereto, on the dates indicated, set their hands by and through their duly authorized agents.

CONTRACTOR:

By: _____

Signature

Date

CITY OF GRANTS PASS:

By: _____
Jason Canady, Public Works Director

Date

Aaron K. Cubic, City Manager

Date

Karen Frerk, City Recorder

Date

Approved
As to Form: _____
Mark Bartholomew, City Attorney

Date