



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/18/21

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Professional Pipe Services, Inc. (Headquarters: Irvine, CA)

***Project Title/Description:**

Conveyance System Closed Circuit Television Inspection Services

***Purpose:**

Award: Contract No. CT-WW-21-396. This award of contract is recommended to the lowest, responsive, responsible bidder in the amount of \$1,558,350.00 for a contract term from 07/01/21 to 06/30/22. The contract may be renewed for up to four (4) additional one-year terms. Administering Department: Regional Wastewater Reclamation

***Procurement Method:**

Invitation For Bid (IFB) No. IFB-PO-2100079 was conducted in accordance with A.R.S. § 34-201 and Pima County Procurement Code 11.12.010. Two (2) responses were received. One bidder was deemed non-responsive due to not meeting the stated minimum qualifications. Due to limited subcontracting opportunities, no SBE goal was established for this project.

Attachments: Notice of Recommendation for Award and Contract.

***Program Goals/Predicted Outcomes:**

The program goal for this contract is to achieve the ADEQ mandated sanitary sewer pipeline inspection and assessment requirements as defined in the PCRWRD CMOM plan. Achieving compliance with the ADEQ mandated system wide inspection and assessment program goal, is the projected outcome.

***Public Benefit:**

Performance of CCTV inspection and assessment under this contract, enables a real benefit to the community by promoting active awareness of infrastructure condition thus enabling preemptive and controlled response measures, as opposed to conducting reactive and often costly response to system failures.

***Metrics Available to Measure Performance:**

Metrics available for performance measurement are obtained through the continuous monitoring of CCTV deliverables which are meticulously inspected by in-house staff during pipeline assessment. Tabulation and comparison with production goal milestones provides an ongoing and continuous status of the work. By nature of this ongoing and continuous status check, quality controls can be implemented and production quotas can be modified to ensure successful accomplishment of all program goals is achieved.

***Retroactive:**

No

TO: COB 4-28-21 Q
Vers: 1
pgs: 56

Procure Dept 04/27/21 10:24

Contract / Award Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 21-396
Commencement Date: 07/01/21 Termination Date: 06/30/22 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 1,558,350.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: Regional Wastewater Reclamation Department Obligations

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Keith E. Rogers Digitally signed by Keith E. Rogers
Date: 2021.04.22 10:49:00 -07'00'

Scott Loomis Digitally signed by Scott Loomis
Date: 2021.04.22 15:47:28 -07'00'

Department: Terri Spencer Digitally signed by Terri Spencer
Date: 2021.04.23 12:23:00 -07'00'

Telephone: 520-724-3542

Department Director Signature/Date: [Signature] 4/26/21

Deputy County Administrator Signature/Date: [Signature] 4/26/2021

County Administrator Signature/Date: [Signature] 4/26/21

(Required for Board Agenda/Addendum Items)



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 15, 2021

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2100079 for **Conveyance System Closed Circuit Television Inspection Services** that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after May 18, 2021.

Award is recommended to the Lowest, Responsive and Responsible Bidder.

<u>AWARDEE</u>	<u>TOTAL BID AMOUNT</u>	<u>AWARD AMOUNT</u>
Professional Pipe Services, Inc.	\$1,558,350.00	\$1,558,350.00

OTHER RESPONDENTS

Pipeline Video Inspection, LLC dba AIMS Companies	Non-Responsive
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Engineer's Estimate: \$1,801,150.00

Issued by: /s/ Keith E. Rogers, CPPB, Procurement Officer
Telephone Number: 520-724-3542

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT

PROJECT: Conveyance System Closed Circuit Television Inspection Services

CONTRACTOR: Professional Pipe Services, Inc.
47 Discovery, Suite 250
Irvine, CA 92618

CONTRACT NO.: CT-WW-21-396

AMOUNT: \$1,558,350.00

FUNDING: REGIONAL WASTEWATER RECLAMATION DEPARTMENT OBLIGATIONS

CONSTRUCTION SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and Professional Pipe Services, Inc., hereinafter called Contractor, and collectively referred to as the Parties.
- 1.2. Authority. County requires, consistent with the provisions of A.R.S. Title 34, the services of a Contractor to provide all equipment, labor, and materials required to provide Conveyance System Closed Circuit Television Inspection Services ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. IFB-PO-2100079 for Conveyance System Closed Circuit Television Inspection Services (the Solicitation). Contractor submitted the low responsive, responsible bid in response to the Solicitation County for said work and is qualified and willing to provide such services.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on 07/01/2021, and terminates on 06/30/2022, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Construction Completion. Construction completion time for the work to be performed under this Contract will be as agreed upon per assignment by County and Contractor based on the requirements stated in the Scope of Services (Exhibit D).
- 2.3. Extension Options. The Parties may renew this Contract for up to four (4) additional one-year periods or any portion thereof. Any modification or extension shall be by formal written amendment executed by the Parties. Amendments to the Contract must be approved by the Board of Supervisors or by the Procurement Director, as required by the Pima County Procurement Code, before any work under the Amendment commences. Bid Schedule unit prices incorporated under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to unit prices in connection with any extensions of the contract term. Requests for unit price adjustments must be fully documented and are subject to review and approval by County. Funding amounts for each renewal period shall be established prior to issuance of the contract amendment and are subject to any current budget limitations or non-appropriation of funds.

3. **Scope of Services.** Contractor will provide County all labor, materials and equipment necessary to complete the project as described in Exhibit D – Scope of Work (10 pages). All work will be done per specifications called

for in the bid documents in Pima County Solicitation Number SFQ-PO-2100079, Exhibit A: Minimum Qualifications Certification, Exhibit C: General Conditions to the Contract, and other documents incorporated into this contract.

4. Compensation and Payment.

4.1 Compensation. County will pay Contractor as specified.

4.1.1 Invoices. Contractor will provide detailed documentation in support of requested payment. Contractor must cite the Contract number on all invoices. Payments will be made in accordance with A.R.S. § 34-221.

4.1.1.1 For the period of record retention required under Article 24, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

4.1.2 County will make payments based on Exhibit B: Bid Schedule (4 pages) submitted by Contractor in response to Solicitation No. SFQ-PO-2100079. County will pay line items for which the "Unit" is defined as L.S. as "Lump Sum". County will measure and pay the unit price for the actual quantities of work performed for other line items for which the "unit" is defined as a unit of measure (i.e., "each", "L.F.", etc.) and for which there is a Unit Price in accordance with the Pima Association of Governments Standard Specifications for Public Improvements ("Standard Specifications"). The quantities of unit-priced items stated in the bid schedule are estimates only and the actual quantities may be either less or more than stated in the Bid Schedule.

4.1.3 Work Performed. Contractor will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Contractor's own risk.

4.1.4 Subcontractor Final Payments. Contractor will make prompt final payment to each of its SubContractors of all monies due the SubContractor, including retention, if any, after the SubContractor has satisfactorily completed all of its work, there are no outstanding issues arising from the work, and County has incrementally accepted SubContractor's work in accordance with Section 105-17 of the Standard Specifications. If the final payment, including retention, if any, is not made within seven days of County payment to Contractor for SubContractor's work, County, in its sole discretion, may withhold \$2,000 from Contractor's progress payment(s) in accordance with paragraph (B)(3) above. Notwithstanding Incremental acceptance of SubContractor's work, the warranty thereon shall begin upon acceptance of the entire project.

4.1.5 Audit. For the period of record retention required under Article 24, County reserves the right to question any payment made under this Article and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

5. Insurance. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

5.1. Ratings. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5.2. Insurance Coverages and Limits.

5.2.1. Minimum Scope and Limits of Insurance: Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's

indemnity obligations under this Contract. County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 5.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- 5.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.
- 5.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.
- 5.2.1.4. Builder's Risk Insurance – Insurance applies to this contract. Contractor is required to maintain throughout the course of construction Builder's Risk Insurance in a dollar amount equal to the full insurable value under contract, which shall include "All Risk" coverage. Pima County shall be named as a "Loss Payee". Contractor is responsible for equipment, materials, and supplies until completion of the project and acceptance by County.
- 5.2.1.5. Claims-Made Coverage. Claim-Made Insurance Coverage - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

5.3. Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

- 5.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.
- 5.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
- 5.3.3. Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance.
- 5.3.4. Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

5.4. Notice of Cancellation:

Each Required Insurance policy must provide, and certificates specify, County will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the County project or contract number and project description.

5.5. Verification of Coverage:

Contractor will furnish County with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

5.5.1. All certificates and endorsements, as required by this Contract, are to be received and approved by County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

5.5.2. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County project or contract number and project description on the certificate. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

5.6. Approval and Modifications:

County's Risk Management Department may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

6. **Indemnification.**

6.1. To the fullest extent permitted by law, Contractor indemnifies, defends, and holds harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of Contractor, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article do not extend to the negligence of County, its agents, employees or indemnities.

6.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the Contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

6.3. Upon request, Contractor may fully indemnify and hold harmless any private property owner granting a right of entry to Contractor for the purpose of completing the project.

7. Laws and Regulations.

- 7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.
- 7.2. Choice of Law, Venue. The laws and regulations of the State of Arizona govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County.

8. **Status of Independent Contractor.** Contractor is an independent Contractor and Contractor is not an employee of County and is not entitled to receive any of the fringe benefits associated with County employment, and will not be subject to the provisions of the County's merit system. Contractor is responsible for payment of all Federal, State and Local taxes associated with the compensation received by Contractor from County. Contractor is responsible for program development and operation without supervision by County.

9. Contractor/SubContractor Performance.

- 9.1. Performance. Contractor will perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. Contractor will employ suitably trained and skilled personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain County's approval.
- 9.2. Responsibility. Contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under this Contract. Without additional compensation, Contractor will correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Contract, regardless of County having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to County.
- 9.3. SubContractor License. Contractor will ensure that all SubContractors have the appropriate and current license issued by the Arizona Registrar of Contractors for work they perform under this Contract. Contractor will not permit any SubContractor to perform work that does not fall within the scope of the SubContractor's license, except as may be permitted under the rules of the Registrar of Contractors.
- 9.4. Subcontractor Acts and Omissions. Contractor will be fully responsible for all acts and omissions of its SubContractor(s) and of persons directly or indirectly employed by SubContractor and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay any SubContractor, except as may be required by law.
- 9.5. SubContractor List. Contractor must use the SubContractor's named on Contractor's SubContractor List submitted with the bid. No SubContractor may be added or changed without the prior written approval of County subsequent to review and approval by the Administering Department Director and Procurement Director. Substitution of non-SBE SubContractors may be approved at the discretion of County for reasons including but not limited to, availability, insolvency or any other reason deemed to be in the best interest of County. Approval for substitution of SBE SubContractors that are listed on the Bidders Statement of Proposed SBE Utilization submitted with the bid will only be granted if the provisions of Section 20.28.050 of the Pima County Code have been met.
10. **Assignment.** Contractor will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any SubContractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
12. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Non-Waiver.** The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
16. **Termination of Contract for Default.**
 - 16.1. Upon a failure by Contractor to cure a default under this Contract within ten (10) days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Contractor. In this event, County may take over the work and complete it by Contract or otherwise. Contractor and its sureties, if any, will be liable for any damage to County resulting from Contractor's default, including any increased costs incurred by County in completing the work.
 - 16.2. Default Events. The following constitutes an event of default:
 - 16.2.1. Abandonment of or refusal or failure to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this Contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;
 - 16.2.2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
 - 16.2.3. Failure to provide competent supervision at the site;
 - 16.2.4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or to remove any defective or deficient material;
 - 16.2.5. Failure to make prompt payment to SubContractors or suppliers for material or labor;
 - 16.2.6. Loss of Contractor's business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Contractor's performance of this Contract;
 - 16.2.7. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the Contract; or

16.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Contractor, or Contractor becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

16.3. Termination. In the event of a termination for default:

16.3.1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Contractor for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;

16.3.2. County may withhold payments to Contractor arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Contractor is determined; and

16.3.3. Subject to the immediately preceding subparagraph 16.3.2, County's liability to Contractor will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

16.4. Non-Termination. County will not terminate the Contract for default or charge Contractor with damages under this Article if:

16.4.1. Except for subparagraph 16.2.8 in subsection 16.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

16.4.1.1. Acts of God or of the public enemy,

16.4.1.2. Acts of County in either its sovereign or contractual capacity,

16.4.1.3. Acts of another Contractor in the performance of a contract with County,

16.4.1.4. Fires,

16.4.1.5. Floods,

16.4.1.6. Epidemics,

16.4.1.7. Quarantine restrictions,

16.4.1.8. Strikes,

16.4.1.9. Freight embargoes,

16.4.1.10. Unusually severe weather, or

16.4.1.11. Delays of SubContractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and the SubContractor(s) or suppliers; and

16.4.2. Contractor, within three days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the judgment of County the findings warrant such action, the time for completing the work may be extended.

- 16.5. **Receipt of Notice.** For the purposes of subsection 16.1 above, "receipt of notice" includes receipt by hand by Contractor's onsite project manager, by facsimile transmission, or under the Notices clause of this Contract.
- 16.6. **Excusable.** If, after termination of the Contract for default, County determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated the Contract for convenience as set forth in Article 17.
- 16.7. **Rights and Remedies.** The rights and remedies of County in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.
17. **Termination for Convenience of County.** County may terminate this Contract at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of County, become its property. If County terminates the Contract as provided herein, County will pay Contractor an amount based on the time and expenses incurred by Contractor prior to the termination date. However, County will make no payment for anticipated profit on unperformed services.
18. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County has no further obligation to Contractor, other than payment for services rendered prior to termination.
19. **Notices.** Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Jackson Jenkins, Director
Regional Wastewater Reclamation Department
8th Floor
201 N Stone Ave,
Tucson, AZ 85701
Tel: 520-724-3085

CONTRACTOR:

Nick Lanoue, Director of Operations
Professional Pipe Services, Inc.
47 Discovery, Suite 250
Irvine, CA 92618
Tel: 949-380-4161
Fax: 949-380-0118

20. **Non-Exclusive Contract.** Contractor understands that this Contract is Non-Exclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
21. **Contract Documents.**

21.1. **Incorporation of Documents:** Contractor and County in entering into this Contract have relied upon information provided in Solicitation No. IFB-PO-2100079 – Conveyance System Closed Circuit Television Inspection Services, Exhibit A – Minimum Qualifications Certification, Exhibit B – Bid for Construction, Exhibit C – General Conditions, Special Provisions, Exhibit D – Scope of Work, Bonds (Bid, Payment, and Performance Bonds), Technical Specifications and Plans, Construction Documents, Drawings and Specifications, Addenda, and on information provided in Contractor's response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

21.2. **Order of Precedence:** In the event of a conflict or inconsistency between or among the contract documents, the documents shall take precedence in the following order:

- 21.2.1. This Contract
- 21.2.2. Exhibit C – General Conditions
- 21.2.3. Scope of Services, Special Provisions, Technical Specifications, and Plans

- 21.2.4. Contractor Response to the Solicitation
- 21.2.5. Instructions to Bidders
- 21.2.6. Invitation to Bid

21.3. Deviation: The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among contract documents. Any such agreement interpreting the documents shall be incorporated into the Contract by amendment.

21.4. Conflict: In the event of any conflict between any provision in the Special Conditions, and any provision of the General Conditions, or any other incorporated document, the provision in the Special Conditions shall take precedence.

22. **Bonding Requirements**. In accordance with A.R.S. §34-221, et. seq., the Contractor will provide Payment and Performance bonds for not less than 100% of the contract amount.

23. **Ownership of Documents**. Ownership of all original drawings, boring logs, field data, estimates, field notes, plans, specifications, documents, reports, calculations, maps and models, and other information developed by Contractor under this Contract vests in and become the property of the County and will be delivered to County upon completion or termination of the services, but Contractor may retain record copies thereof.

24. **Books and Records**.

24.1. Maintenance. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.

24.2. Retention. Contractor will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Contractor may, at its option, deliver such records to County for retention.

25. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Article 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

26. **Severability**. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

27. **Delays**. Neither party will be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

28. **Disputes**.

28.1. Resolving Dispute. In the event of a dispute between County and Contractor regarding any part of this Contract or the Parties' obligations or performance hereunder, either party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Contractor's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

28.2. Performance. The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

29. Public Records.

29.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of Construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Contractor in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

29.2. Records Marked Confidential.

29.2.1. Any information submitted related to this Contract that Contractor believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

29.2.2. Notwithstanding the above provisions, in the event records marked confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked confidential 10 business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the 10 day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked confidential, nor shall County be in any way financially responsible for any costs associated with securing such an order.

30. Legal Arizona Workers Act Compliance.

30.1. Compliance with Immigration Laws. Contractor warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each SubContractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

30.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any SubContractor in order to verify such party's compliance with the State and Federal Immigration Laws.

30.3. Remedies for Breach of Warranty. Any breach of Contractor's or any SubContractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a SubContractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or to retain a replacement SubContractor (subject to County approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

30.4. SubContractors. Contractor will advise each SubContractor of County's rights, and the SubContractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SubContractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SubContractor's employees, and with the requirements of A.R.S. § 23-214 (A). SubContractor further agrees that County may inspect the SubContractor's books and records to ensure that Contractor is in compliance with these requirements. Any breach of this paragraph by SubContractor is a material breach of this contract subjecting SubContractor to penalties up to and including suspension or termination of this contract."

- 30.5. **Costs.** Any additional costs attributable directly or indirectly to remedial action under this Article are the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.
31. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
32. **Amendment.** Except for the amendment provision above in Article 2, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
33. **Entire Agreement.** This document constitutes the entire agreement between the parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
34. **Effectiveness and Date.** This contract will become effective when all parties have signed it. The date of this Contract will be the date the Contract is signed by the last party to sign it (as indicated by the date associated with that party's signature).

(Remainder of This Page Intentionally Left Blank)

Each Party is signing this Contract on the date below that Party's signature.

APPROVED:

Chair, Board of Supervisors

Date

CONTRACTOR:



Signature

Ken Biele, President and CEO

Name and Title (Please Print)

4/27/2021

Date

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Deputy County Attorney

Victoria Buchinger

Name (Please Print)

4/23/2021

Date

EXHIBIT "A" - MINIMUM QUALIFICATIONS CERTIFICATION (2 pages)

In order for the bid to be evaluated and considered for award, the minimum qualifications listed below must be met by either the Contractor or Subcontractor. Provide the required documentation and place a checkmark (✓) in the appropriate box.

Minimum Qualification	Contractor/Sub Meets Minimum	Does Not Meet Minimum
Project Manager must hold a current ADEQ Wastewater Grade 3 Certification and also must have been employed by the company for a minimum of 5 years. <u>As an attachment to your bid provide a copy of the certification and provide date of hire.</u>	X	
All operators performing CCTV inspections must hold ADEQ Wastewater Collections Grade 1 Certifications (minimum) and Pipeline/Manhole/Lateral Assessment and Certification Program (PACP/MACP/LACP) verified through National Association Sewer Service Company (NASSCO). <u>As an attachment to your bid provide copies of all certifications for all operators to be utilized under this contract.</u>	X	
Contractor shall have a minimum of 3 CCTV mainline trucks, 1 CCTV lateral launch truck and 4 Hydrovac cleaning trucks available at all times, 24/7. <u>As an attachment to your bid provide a list of vehicles dedicated to performance of this contract.</u>	X	
Provide a notarized affidavit of contract history confirming the bidder has never been terminated from a contract with a public agency. <u>Provide the affidavit as an attachment to your bid.</u>	X	
Provide references documenting the company's Cleaning and CCTV history of at least 3 Million feet within the past 3 consecutive years. Provide: Agency/Division name and location; Contact name with direct phone number and email address for verification; Number of feet for each reference. Agency/Div: <u>Pima County</u> Contact Name: <u>Ken Welch</u> Contact's Direct Phone Number: <u>(520) 724-3432</u> Contact's Email Address: <u>kenneth.welch@pima.gov</u> Number Of Feet Past 3 Consecutive Years: _____ Agency/Div: <u>City of Las Vegas</u> Contact Name: <u>Tim Parks</u> Contact's Direct Phone Number: <u>(702) 229-0796</u> Contact's Email Address: <u>tparks@lasvegasnevada.gov</u> Number Of Feet Past 3 Consecutive Years: _____ Agency/Div: <u>City of Phoenix</u> Contact Name: <u>Vernon Vasquez</u> Contact's Direct Phone Number: <u>(602) 262-1864</u> Contact's Email Address: <u>vernon.vasquez@phoenix.gov</u> Number Of Feet Past 3 Consecutive Years: _____		

Submitted By Signature/Date:



April 13, 2021

Submitted By Name/Title (Printed):

Ken Biele, Chief Executive Officer

Company Name: (Printed):

Professional Pipe Services, Inc.

EXHIBIT "B" - BID FOR CONSTRUCTION Revised 03-31-2021 (4 Pages)

**IFB-PO-2100079 – CONVEYANCE SYSTEM
CLOSED CIRCUIT TELEVISION INSPECTION SERVICES**

The undersigned bidder hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation and services for the project in strict conformity with the Scope of Service, at the unit prices set forth in Exhibit "B" on the following pages.

Bidder Shall Signify Receipt of All Amendment(s) (if any):

AMENDMENT NO. 1 DATED 3/31/21 AMENDMENT NO. _____ DATED _____

AMENDMENT NO. _____ DATED _____ AMENDMENT NO. _____ DATED _____

AMENDMENT NO. _____ DATED _____ AMENDMENT NO. _____ DATED _____

The undersigned bidder acknowledges receipt of the complete bid documents for this project, and has examined and is familiar with all documents, including those incorporated by reference, which are applicable to this project.

Company/Firm Name: Professional Pipe Services, Inc. DUNS Number: 066182957

Address: 3190 N. Freeway Industrial Loop

City, State, Zip Code: Tucson, AZ 85705

Corporate Headquarters (City and State): Irvine, CA

Telephone No.: (949) 380-4161 Fax No.: (949) 380-0118

Email: reg@nationalu.com

Arizona Contractor's License Number(s) and Type(s)

ROC # 175953 A-12

CERTIFICATION:

Bidder hereby certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

SIGNATURE:  DATE: April 13, 2021

PRINTED NAME & TITLE: Ken Biele, Chief Executive Officer

CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES

For all necessary work and furnishing of all materials and equipment required to provide CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES as detailed in Exhibit "D" - Scope of Work.

Item	Estimated Quantity	Unit	Description	Unit Price	Extended Price
1	1,700,000	LF	CCTV Inspection of 4" to 14" Sanitary Sewer Pipe, Complete	\$ 0.27	\$ 459,000.00
2	1,700,000	LF	Cleaning including root intrusion and/or any foreign inclusions of existing 4" to 14" Sanitary Sewer Pipe, Complete	\$ 0.36	\$ 612,000.00
3	1,000	LF	Siphon Cleaning existing of 4" to 14" Sanitary Sewer Pipe, Complete	\$ 0.85	\$ 850.00
4	500	LF	Laser Profiling of existing 4" to 14" Sanitary Sewer Pipe, Complete	\$ 1.00	\$ 500.00
5	100	EA	Tap cutting of protruding taps into existing 4" to 14" Sanitary Sewer Pipe, Complete	\$ 50.00	\$ 5,000.00
6	100	EA	Lateral Launching into taps in existing 4" to 14" Sanitary Sewer Pipe, Complete	\$ 50.00	\$ 5,000.00
7	300,000	LF	CCTV Inspection of existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 0.35	\$ 105,000.00
8	75,000	LF	Cleaning including root intrusion and/or any foreign inclusions of existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 0.90	\$ 67,500.00
9	1,000	LF	Siphon Cleaning of existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 1.00	\$ 1,000.00
10	1,000	LF	Sonar Profiling of existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 1.00	\$ 1,000.00

Page 2 of 4 FIRM NAME Professional Pipe Services, Inc. INITIALS WBS

11	1,000	LF	Laser Profiling of existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 1.00	\$ 1,000.00
12	25	EA	Tap cutting of protruding taps into existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 50.00	\$ 1,250.00
13	25	EA	Lateral Launching into taps in existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 50.00	\$ 1,250.00
14	95,000	LF	CCTV Inspection of existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 0.40	\$ 38,000.00
15	24,000	LF	Cleaning including root intrusion and/or any foreign inclusions of existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 2.00	\$ 48,000.00
16	500	LF	Siphon Cleaning of existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 1.00	\$ 500.00
17	500	LF	Sonar Profiling of existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 1.00	\$ 500.00
18	500	LF	Laser Profiling of existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 1.00	\$ 500.00
19	5	EA	Tap cutting of protruding taps into an existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 50.00	\$ 250.00
20	5	EA	Lateral Launching into taps in 30" and Larger Sanitary Sewer Pipe, Complete	\$ 50.00	\$ 250.00

Page 3 of 4 FIRM NAME Professional Pipe Services, Inc. INITIALS VB

21	20	LS	Mobilization - 2 hour response to an Emergency location	\$ 500.00	\$ 10,000.00
22	200,000	EA	FORCE ACCOUNT – Traffic Control, Miscellaneous Invoices	\$1.00	\$ 200,000
			<u>TOTAL BID</u>		\$ 1,558,350.00

SIGNATURE: _____

DATE: April 13, 2021

PRINTED NAME & TITLE: Ken Biele, Chief Executive Officer

FIRM NAME: Professional Pipe Services, Inc.

EXHIBIT "C" - GENERAL CONDITIONS (13 Pages)

Article 1. DEFINITIONS

Whenever in these Specifications, or in any document of instructions where these Specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

BID: The offer of the Bidder for the work when properly made out on forms containing the Bid for Fixed Price

Construction supplied by the Board and properly submitted, signed and guaranteed.

BID DOCUMENTS: All Drawings, Technical Specifications, Supplementary General and/or General Conditions, Bid Schedule, Construction Contract and Bonds, and Contract Documents.

BIDDER: Any individual, firm or corporation, qualified as herein provided, legally submitting a Bid for the work contemplated, acting directly or through an authorized representative.

BOARD: The Board of Supervisors, Pima County, Arizona, acting under authority of the laws of Arizona.

BUILDING CODE: The directions, provisions, and requirements contained in the current edition of the Building Codes, with amendments, as adopted by Pima County, supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, quality and quantity of material to be furnished and measurement for payment of same.

CONTRACT: The written agreement covering the performance of the work and the furnishing of labor, equipment, and materials in the construction of the work. The Contract includes the Notice of Invitation to Bid and Bid Documents, including Instruction to Bidders, Bid Schedule, Plans, Technical Specifications, Supplementary General and/or General Conditions, Bonds, Supplementary Agreements, and all written requirements that reasonably could be required to insure the proper completion of the work in a substantial and acceptable manner. These documents may also be referred to as the CONTRACT DOCUMENTS.

CONTRACT BOND: The approved form of security furnished by the Contractor and his Surety as a guarantee on the part of the Contractor to execute the work in accordance with the terms of the Contract.

CONTRACTOR: The party who undertakes to execute the work, acting directly or through an authorized lawful agent or employee.

COUNTY: Pima County, Arizona, a body politic and corporate, the owner of the work.

DIRECTOR: The Pima County Regional Wastewater Reclamation Department Director, an assistant or other representative duly authorized by the Director to act for the Director.

EXTRA WORK: Work, including materials, for which no price agreement is contained in the Contract and which is deemed necessary for the proper completion of the work.

ITEM: A detail of work for which separate payment is made.

LABORATORY: The established laboratory of the Department or other laboratories authorized by the COUNTY to test materials and work involved in the Contract.

PLANS: The Contract drawings or exact representations thereof, which show the location, character, dimensions, and details of the work.

SUPPLEMENTARY AGREEMENT: A written agreement executed by the Contractor and the County covering alterations to the project. A change order or a force account work request prepared on the approved form of the Department is a supplementary agreement.

SUPPLEMENTARY GENERAL CONDITIONS: The Supplementary General Conditions are additional to the General Conditions that are conditions or requirements peculiar to the project under consideration.

SURETY: The corporate body which is bound with and for the Contractor, who is primarily liable, and which (agrees) to be responsible for its payment of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

THE WORK: All of the work specified in the Contract.

Article 2. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES

The existence and locations of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before starting work. Excavations in the vicinity of existing structures and utilities shall be carefully done by hand. The Contractor shall be held responsible for any damage to, and for maintenance and protection of existing utilities and structures.

Article 3. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

a. Laws to be Observed -- The Contractor is presumed to be familiar with and at all times shall observe and comply with all Federal and State laws and local ordinances, workmen's compensation, occupational disease, and unemployment compensation laws together with the payment of all premiums and taxes therefor, also all laws, ordinances, and regulations in any manner affecting the conduct of the work and shall indemnify and hold harmless the County of Pima and its representatives against any claim arising from the violations of such laws, bylaws, ordinances or regulations, whether by the Contractor itself or by the Contractor's employees.

b. Permits and Licenses -- The County shall procure all County building permits, and sewer connection fees. Contractor shall post required permits on site and give all notices necessary and incidental to the due and lawful prosecution of the work. All other permits, fees, and applications for water, gas, and electric etc., shall be procured and paid for by the Contractor.

c. Sanitary Provisions -- The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the State Department of Health or other authorities having jurisdiction therein.

d. Public Convenience and Safety -- The Contractor shall have due regard for the public health and shall conduct the work in such a manner as to provide and insure the safety and convenience of the public.

When special conditions prevail and extraordinary measures are necessary, the details will be set forth in the General Conditions.

e. Barricades, Danger, Warning, and Detour Signs -- The Contractor shall at its expense and without further order provide, erect, and maintain at all times during the progress or temporary suspension of the work such barricades, fences, warning lights, danger signals, reflectors, signs, or other protective devices as are required to insure the safety of the public, those engaged in connection with the work and the work itself.

Unless otherwise expressly stated in the Contract, no measurement or direct payment for this work will be made, but the cost of providing, erecting, and maintaining such protection devices, including guards, watchmen and/or flagmen as required shall be considered as included and paid for in the contract prices for the work.

f. Use of Explosives -- Prohibited

g. Preservation and Restoration of Property -- The Contractor shall be responsible for the preservation of all public and private property on the surface or underground, along and adjacent to the work and shall conduct its operations so as to insure the prevention of injury or damage thereto. No land monuments or

property shall be disturbed or moved until an authorized agent has witnessed or otherwise referenced their locations.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence or the non-execution thereof on the part of the Contractor, such property shall be restored by the Contractor at its own expense, to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or it shall make good such damage or injury in an acceptable manner.

h. Contractor's Responsibility for Work -- Until written final acceptance of the work by the COUNTY, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by action of elements, or from any other cause, whether arising from the execution or non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages of any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

In case of the suspension of work for any cause whatever, the Contractor shall be responsible for all work and materials and shall take proper care of the work, storing all materials if necessary, and shall provide suitable drainage of the work and erect necessary temporary structures.

i. Waiver of Legal Rights -- The County shall not be precluded or estopped, by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. Neither the acceptance by the County or by any representative of the County nor any payment, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any portion of the Contract or of any power herein reserved, or any right to damage herein provided. A waiver of any breach of the Contract shall not be held to be waiver of any other subsequent breach.

Article 4. ACCIDENTS

The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.

The Contractor must promptly report in writing to the COUNTY all accidents whatsoever arising out of, or in connections with the performance of the work, whether on or adjacent to the site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the COUNTY and the Board.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the COUNTY, giving full details of the claim.

Article 5. PIMA COUNTY BUILDING CODES

The work embraced herein shall be done in accordance with the following Building Codes, Ordinances and Standards, with all amendments, as currently adopted by Pima County, together with any applicable Special Conditions, which are additional to and may supersede portions of these Codes as detailed at <http://webcms.pima.gov/building>. Where codes and/or regulations of other agencies having jurisdiction are more stringent these will take precedence.

Article 6. RESERVED

Article 7. RESERVED

Article 8. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Bid documents are complementary, and what is called for by any one shall be as binding as if called for by all, and the most stringent requirement shall apply. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Article 9. DETAIL DRAWINGS AND INSTRUCTIONS

The COUNTY shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Bid documents, true developments thereof, and reasonably inferable therefrom.

Article 10. COPIES OF DRAWINGS FURNISHED

COUNTY shall provide, at no cost to the contractor, two complete sets of permit submittal documents reviewed and approved for construction by Pima County Development Services.

COUNTY shall provide, at no cost to the contractor, five (5) non-reproducible sets of construction documents used during the course of bidding the work (Bid Sets) for execution on the work. It shall be the contractor's responsibility to insure that any modifications, called for, as a result of the permit process, are transferred to the bid sets.

Contractor may purchase additional sets of code-approved sets or bid sets construction documents, at their expense.

Article 11. ORDER OF COMPLETION

The Contractor shall submit at such times as may be requested by the COUNTY, schedules which shall show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

Article 12. CONSTRUCTION DOCUMENTS ON THE JOB SITE

The Contractor shall keep one copy of code approved construction documents on the job site, in good order, available to the COUNTY and to his representatives. This set of documents shall be kept current as to pending and approved changes in the work.

Article 13. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by the COUNTY are the property of Pima County. They are not to be used on other work and with the exception of the signed Contract set, are to be returned to COUNTY on request, at the completion of the work. All models are the property of the County.

Article 14. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversations with any officer, agent or employee of the County, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

Article 15. MATERIALS. APPLIANCES. EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned him.

Article 16. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss of account thereof, except that the County shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent it shall be responsible for such loss unless it promptly gives such information to the COUNTY.

Article 17. SURVEYS. PERMITS. AND REGULATIONS

The County shall furnish all property surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor except as noted in Article 3.b. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the County unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, it shall promptly notify the COUNTY in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the COUNTY, it shall bear all costs arising therefrom.

Article 18. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the County's property from injury or loss arising in connection with this Contract. It shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Bid documents or caused by Agents or employees of the County. It shall adequately protect adjacent property as provided by law and the Bid documents. It shall provide and maintain all passage ways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

If an emergency should occur affecting the safety of life or the work or of adjoining property, the Contractor, without special instruction or authorization from the COUNTY, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by the COUNTY.

Article 19. INSPECTION OF WORK

The COUNTY representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. COUNTY shall have the authority to reject all work and materials which do not conform to the Contract.

If the specifications, the COUNTY's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the COUNTY timely notice of its readiness for inspection and if the inspection is by an authority other than the COUNTY, of the date fixed for such inspection. Inspections by the COUNTY shall be promptly made, and where practicable at the source of supply. If any work

should be covered up without approval or consent of the COUNTY, it must, if required by the COUNTY, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the COUNTY and if so ordered the work must be uncovered by the Contractor. If such work be found in accordance with the Bid documents, the Board shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Bid documents the Contractor shall pay such cost.

Article 20. SUPERINTENDENCE - SUPERVISION

The Contractor shall keep on its work site during its progress a competent Superintendent and any necessary assistants, all satisfactory to the COUNTY. The Superintendent shall not be changed except with the consent of the COUNTY, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ. The Superintendent shall represent the Contractor in its absence and all directions given to it shall be as binding as if given to the Contractor. Important directions shall be confirmed by written request in each case. The Contractor shall give efficient supervision to the work, using its best skill and attention.

If the Contractor, in the course of the work, finds any discrepancy between the construction documents and the physical conditions of the locality, or any errors or omissions in the construction documents or in the layout as given by points and instructions; it shall be its duty to immediately inform the COUNTY, in writing, and the COUNTY shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

Neither the County, nor the Contractor, shall employ an employee of the other without consent.

Article 21. CHANGES IN THE WORK

The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. Change orders must be approved by the Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, before the work under the change commences. All such work shall be executed under the conditions of the original Contract. Claim for extension of time caused thereby shall be made per the provisions of Article 7: Delays.

In giving instructions, the COUNTY shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless preceded by a COUNTY approved Change order and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways and included in the approved change order:

- a. By mutual acceptance of a fixed price, itemized and detailed with sufficient substantiating data, as requested by COUNTY, to permit evaluation.
- b. By unit prices named in the Contract or subsequently agreed upon.
- c. By cost and a fixed fee.

In the event the parties agree on the application of (c) above, a not-to-exceed amount will be included for approval in the change order. In this circumstance, CONTRACTOR shall keep and present in such form as the COUNTY may direct, a correct account of the net cost of labor and materials, together with vouchers, for application against the approved not-to-exceed amount in the change order. CONTRACTOR may invoice for overhead and profit or fee arising from such work in the last invoice under the change order, all of which is to be applied against the not-to-exceed amount. Any balance remaining in the not-to-exceed amount after final payment under the change order shall be adjusted out by change order.

The amount of Contractor's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following limits for work by the Contractor:

Overhead Limit: 10% of direct cost;

Profit Limit: 5% of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractor or a Sub Sub Contractor, Contractor's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work.

Contractor's cost, for additional work or changes requested by the Owner which result in an approved extension of time to the contract, shall be limited to the cost of the extra work determined in one or more of the three ways described previously in this Article, and the actual wage or salary paid for the on-site job superintendent in direct employ of contractor in performance of the work. This amount shall be prorated to the actual amount of extra time approved and shall only include the direct amount paid to the superintendent plus actual cost of all overhead items applicable to payroll for that position, such as insurance, taxes, FICA, worker's comp, unemployment taxes and benefits.

Article 22. CLAIMS FOR EXTRA COST FOR ADDITIONAL WORK

If the Contractor claims that any additional instructions by drawings or otherwise involve extra cost under this Contract, it shall give the COUNTY written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property. The procedure shall then be as provided for in Article 21 "Changes in the Work". No such claim shall be valid unless so made.

Article 23. DEDUCTIONS FOR UNCORRECTED WORK

If the COUNTY deems it not expedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.

The Contractor shall promptly remove from the premises all materials condemned by the COUNTY as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the County may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days' time thereafter, the County may, upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

Article 24. RESERVED

Article 25. SUSPENSION OF WORK

The County may at any time suspend the work, or any part thereof, by giving notice to the Contractor in writing. The work shall be resumed by the Contractor upon written notice from the County to the Contractor to

do so. If the suspension period extends for more than one day, then any days in excess of the first day of suspension will not be counted in computing the construction time for the project.

Article 26. THE COUNTY'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the County after three (3) days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Article 27. RESERVED

Article 28. REMOVAL OF EQUIPMENT

In any case of termination or annulment of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the County shall promptly remove any part or all of its equipment and supplies from the property of the County, failing which the County shall have the right to remove such equipment and supplies at the expense of the Contractor.

Article 29. USE OF COMPLETED PORTIONS

The County shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Bid documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the COUNTY may determine.

Article 30. PAYMENTS WITHHELD

The County may decline to certify payment or, because of discovered evidence or observations, may nullify the whole or any part of any certificate for payment previously issued, to such extent as may be necessary in its opinion to protect the County from loss because of:

- a. Defective work not remedied.
- b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
- c. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
- d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- e. Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

Article 31. RESERVED

Article 32. WARRANTY

The Contractor shall provide a written guarantee covering all costs for repair or replacement of defective work for a period of two years (or longer if noted elsewhere in the construction documents) from substantial completion. Contractor shall complete repair, or respond to County in writing with repair solution, within 72 hours of notification by owner. County may make emergency repairs to ensure life safety or to prevent property loss, without invalidating the warranty. CONTRACTOR's obligations under this Article shall survive termination or expiration of the Contract.

Article 33. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the COUNTY a complete release of all liens arising out of this Contract, or receipts in full or in lieu

thereof, and if required in either case, an affidavit that so far as it has knowledge or information the release and receipts include all the labor for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the COUNTY, to indemnify the County against

any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall pay to County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

Article 34. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the County's forces or other Contractors is contiguous to work covered by this Contract the respective rights of the various interests involved shall be established by the COUNTY to secure the completion of the various portions of the work in general harmony.

Article 35. SEPARATE CONTRACTS

The Board reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

If any part of the Contractor's work depends upon proper execution or results of the work of any other contractor, the Contractor shall inspect and its report shall constitute an acceptance of the other Contractor's work after the execution of its work.

To insure the proper execution of its subsequent work the Contractor shall measure work already in place and shall at once report to the COUNTY any discrepancy between the executed work and the drawings.

Article 36. CLAIMS AND DISPUTES

All claims, demands, disputes, controversies, and differences that may arise between the parties hereto as result of or in connection with this Contract shall be referred to the COUNTY in writing with a request for a formal decision in accordance with this paragraph, which the COUNTY shall render in writing within a reasonable time.

Written notice of each such claim, demand, dispute, controversy or difference shall be delivered by the Contractor to the COUNTY within fifteen (15) days of the occurrence of the event giving rise thereto and written supporting data will be submitted to the COUNTY within forty-five (45) days of such occurrence unless the COUNTY specifies a different period of time in writing to the Contractor. In his capacity as interpreter and judge, the COUNTY will not show partiality to County or Contractor and shall not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the COUNTY with respect to any such claim, demand, dispute, controversy or difference will be a condition precedent to any exercise by Contractor of such rights or remedies as Contractor may otherwise have under the Bid documents or at law in respect of any such claim, demand, dispute, controversy or difference.

This section does not relieve the Contractor of any statutory requirement relating to the presentation of claims to the Board of Supervisors of Pima County as a condition precedent to filing suit against the County.

The Contractor shall not cause a delay in the performance of the Contract because of any claim, demand, dispute, controversy or difference that may arise between the parties as a result of or in connection with this Contract.

If either the County or the Contractor is dissatisfied with any decision of the COUNTY and both parties agree in writing, then the dispute may be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) will be entered in any court having jurisdiction thereof. All arbitration hearings must be held in Tucson, Arizona.

Article 37. CLEANING UP

The Contractor shall, as directed by the COUNTY, remove from the County's property and from all public and private property, at its own expense, all temporary structures, rubbish, and waste materials resulting from its operation.

Article 38. FIRE PREVENTION AND PROTECTION REQUIREMENTS FOR CONSTRUCTION PROJECT

(a) PURPOSE:

To provide guidelines for Contractors practices in prevention of and protection against fire causes, property damage and losses on County Construction projects' work.

(b) SCOPE:

Subject requirements shall be applicable to new construction, facilities remodeling, additions, and Improvement projects' work conducted for Pima County. Contractor shall also comply with all applicable ordinances, laws, rules, and regulations of public authority having jurisdiction for fire prevention and protection.

(c) REQUIREMENTS:

1. Make a survey of the suitability and effectiveness of existing fire control facilities, measures and devices.
2. Arrange for, provide and install a sufficient number of portable fire extinguishers suitable for work operations in accordance with the requirements of the National Fire Protection Association and local agencies having jurisdiction.
3. Fire extinguisher and devices shall be inspected, serviced and maintained in accordance with manufacturer's instructions.
4. Fire Fighting and control equipment shall be readily visible and unobstructed at all times; shall not be made inoperative or used for other purposes.
5. Installation of fire protection piping and hydrants (as specified in bid documents) shall be as prompt as possible so hose stream protection will be available when combustible materials arrive on site and potential fire causing operations begin.
6. Provide ready access for public fire department.
7. Provide safe temporary lighting and power services; properly insulate, ground, and substantially support strung wires; overloading of conductors and overfusing of circuits is prohibited; poor contacts and defective terminals, switches, wire and outlets shall not be installed. Temporary electrical installations shall be in accordance with National Electric Code and other applicable ordinances, regulations, specifications.
8. Bulk storage of lumber, gasoline, fuel oil, paint, solvents, gases shall be kept outside of buildings under construction; one day's working supply of such items may be inside at any time. Flammable fluids shall be in approved containers only; open containers are prohibited.
9. Only flame resistant tarpaulins or coverings shall be used for protecting stored supplies and equipment.

10. Smoking shall be prohibited in all areas where flammable or combustible materials are stored and in other hazardous areas. "No Smoking" signs shall be posted accordingly.
11. Fires, welding, flame cutting, melting, and similar operations in combustible areas shall not be left unattended.
12. Accumulations of flammable liquids on floors, walls, etc. are prohibited; spills shall be cleaned up promptly.
13. All rags, waste, etc. soiled by combustible or flammable materials shall be placed in tightly closed metal containers and disposed of daily.
14. Tar kettles shall be located outside of and as far away as possible from building.
15. All portable cylinders of compressed gases shall be constructed, maintained and marked in accordance with Interstate Commerce Commission regulations; shall be properly secured against tipping or accidental upset, handled with care, protected against excessive heat and cold; valve protection caps shall be in place when cylinders are not in use.
16. Welding and cutting operations shall be performed only by competently proven personnel.
17. Construction debris shall be removed from buildings and site daily. Reasonably good housekeeping shall be maintained at all times.
18. All machines using cutting oil shall have metal drip pans under them to catch oil drippings, oil turnings and shavings.
19. No solvent with flash point below 100 degree F. shall be used for cleaning equipment or parts.
20. No smoking or open fire of any kind shall be permitted in areas where spray guns are in operation.
21. Wood sawdust and shavings and wood rubbish shall not be allowed to accumulate on project site.
22. Adequate precautions shall be taken to protect extensive form work and scaffolding from exposure to and spread of fire.
23. Moveable heating devices, when used, shall have safe clearances at bottom, top, and sides from combustible materials. Use of salamanders is generally prohibited; exceptions may be granted when use is considered essential.
24. Regularly scheduled inspections shall be made by Contractors authorized personnel to assure compliance with these and other jurisdictional requirements. Contractor's supervisory personnel shall be instructed in their duties concerning safe fire protection practices.

Article 39. ARCHAEOLOGICAL FEATURES

Construction for this project may occur in an archaeological sensitive area. The County Office of Conservation and Sustainability Cultural Resources Division will determine prior to construction (other than emergencies) any special site monitoring requirements. Human burials, including human skeletal remains, cremations, and funerary objects are protected under ARS 41-844 on state, county, and municipal lands, and under ARS 41-865 on private lands. Should archaeological features and/or artifacts or human remains, including human skeletal or cremation remains be discovered, work at that location will cease immediately, and the area will be taped off and avoided until archaeological investigations are completed. Construction is subject to delay in that location pursuant to applicable State law, while consultation with the Arizona State Museum and appropriate documentation and data recovery takes place.

To the extent permitted by law, all archaeological artifacts and other materials shall belong to Pima County. No monetary compensation will be made to the CONTRACTOR for any claims due to delays in the work schedule. Only the Contract/construction time will be extended to permit the original scheduled number of days for completion of the project.

Article 40. PRODUCT AND MATERIAL DATA SAFETY SHEETS

The contractor shall submit United States Department of Labor product or material data safety sheets on all materials used on the project. Only those forms issued by OSHA and United States Department of Labor will be acceptable.

Article 41. RESERVED

Article 42. HAZARDOUS MATERIALS/ HAZARDOUS WASTES / HAZARDOUS SUBSTANCES ABATEMENT

Should the Contractor uncover, or otherwise become aware of the presence of any Hazardous Materials, Hazardous Wastes or Hazardous Substances during the construction of this project, notice shall be served immediately to the Facilities Management Department, and all work surrounding said materials or substances shall be ceased until directed to proceed. The Contractor is hereby advised that construction delays due to Hazardous Materials, Hazardous Wastes or Hazardous Substances abatement may occur.

If this contract does not otherwise require the services of a Hazardous Materials contractor, abatement of such materials shall be provided by Pima County, at its expense and independent of this contract.

If this contract already employs the services of a Hazardous Materials contractor, the cost to abate any such additional materials shall be added to the contract as Additional Services, in accordance with the provisions of Article 22, and time extensions granted in accordance with the provisions of Article 7.

Article 43. WASTE DISPOSAL FACILITIES

The CONTRACTOR shall legally dispose of all construction debris in appropriate COUNTY operated waste disposal facilities and pay any applicable fees. In the case of conflicts with the provisions of the Contract Specifications, this provision shall apply.

Article 44. EXISTING CONDITIONS

The Contractor shall, before the conditions are disturbed, give immediate (within 8 hours) verbal notice to the onsite Construction Manager and/or onsite County representative to be followed up by written notice within 24 hours of initial discovery to the Construction Manager and COUNTY of:

- (a) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or
- (b) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The Construction Manager, Engineer and/or COUNTY shall investigate the site conditions within 24 hours after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an adjustment shall be made pursuant to Article 21 of the General Conditions, Changes in the Work.

No request by CONTRACTOR for an adjustment to the contract under this clause shall be allowed, unless CONTRACTOR has given the written notice required; provided, that the time prescribed in this clause for giving written notice may be extended by the COUNTY.

No request by the CONTRACTOR for an adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

Article 45. SECURITY CHECK

At the discretion of the COUNTY, the contractor shall provide a fully Pima County Adult Detention Center Cleared Corrections Visitation (CCV) Request for all personnel who will be working in buildings/locations that are the property of Pima County Government, so that a background check may be run on each individual. This includes the general contractor and all sub-contractors, etc., working within the buildings/location.

The CCV should be submitted no less than two to three weeks in advance of the starting of a job. This will give the contractor time to replace anyone who might not be approved to work. The CCV should be submitted to the project manager of the Pima County Facilities Management Department, who will forward it on to the Pima County Sheriff's Department for processing.

The background check is conducted by the Pima County Sheriff's Department Records Section and includes any arrest, citation, contact or report under the names submitted - nationwide. The purpose of this background check is to prevent individuals who have been involved in certain criminal acts and who may increase liability for the County, access to the County buildings/locations and personnel. A lot of work is done in areas that are sensitive, restricted and confidential, as well as populated.

Anyone with a background history of a class 1 felony, theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or who has any felony charge pending or who has any outstanding warrants of any type, including misdemeanor, traffic or felony warrants, will be denied permission to work.

On occasion, the Sheriff's Department will ask that an individual call them. This usually means they have some minor problem, such as a misdemeanor or traffic warrant that the Sheriff's Department will make them aware of. Once the individual has taken care of it they may be approved.

Once the background check has been done, the Sheriff's Department will notify the project manager from Facilities Management and he, in turn, will notify the contractor. If the Sheriff's Department denies approval for one of the contractor's employees because of the background check and the employee wishes to inquire as to why, the contractor shall have them call the Sheriff's Department at 740-8345, who will talk with them and explain why they have been denied.

On occasion, an individual supervisor will call the Sheriff's Department and want to know why the Sheriff's Department has denied permission to work to one of his employees. By Federal law, the Sheriff's Department cannot release that information to anyone but the individual employee. If the employee wishes to advise their boss after the Sheriff's Department has talked with the employee that is their prerogative.

It should further be noted that even though a person may have a criminal history background, he may still receive permission to work on a County project. The deciding factors include the nature, extent, time since last incident and any other circumstances which the reviewer feels may be a liability or an asset.

END EXHIBIT "C"

EXHIBIT "D" - SCOPE OF SERVICES (10 pages)

I. GENERAL BACKGROUND

SYSTEM DESCRIPTION

The Pima County Regional Wastewater Reclamation Department's (PCRWRD) conveyance systems consist of nearly 3,500 miles of public separate sanitary sewers, of which approximately 338 miles are considered trunks or interceptor sewer (15 inches in diameter and larger). The conveyance system is located throughout the County; including the jurisdictions of the City of Tucson, South Tucson, and the neighboring towns of Marana, Oro Valley, and Sahuarita; and unincorporated communities such as Summerhaven (Mt. Lemmon), Arivaca Junction, Avra Valley, Green Valley, Vail, Corona de Tucson, and Catalina. The system dates from September 1900 to the present, and was built using various materials including reinforced concrete (lined and unlined; vertically cast), asbestos cement, ductile iron pipe (DIP), salt glazed clay pipe, vitrified clay pipe (VCP), plastic truss pipe, and polyvinyl chloride (PVC). The overall conveyance system presently collects approximately 65-mgd Average Dry Weather Flow (ADWF) throughout the county's 370 ± square mile service area. The services to be provided by the Contractor shall focus on CCTV inspection and sewer cleaning of the conveyance system.

II. SCOPE OF SERVICES

The primary purpose of this project will be to utilize a joint combination of hydraulic jetting and visual inspection of PCRWRD sanitary sewage conveyance system. The Contractor awarded this contract shall have all their Operators certified with a minimum ADEQ Wastewater Collections Grade 1 and Pipeline/Manhole/Lateral Assessment and Certification Program (PACP/MACP/LACP) verified through National Association Sewer Service Company (NASSCO). PCRWRD shall initiate this contract to obtain an accurate evaluation of the system integrity. This contract may require that all sewer segments be cleaned mechanically or by hydraulic jetting prior to any Closed Circuit Televising (CCTV) inspection and CCTV recording. The successful completion of this contract shall provide PCRWRD with a visual inspection and CCTV records of the interior of the involved sewer segment(s). The Contractor shall self-perform all CCTV and cleaning activities. The Contractor shall determine the current structural integrity using NASSCO pipe assessment's on PCRWRD's sanitary sewage conveyance system. In addition to the pipe assessment the location of all connections i.e., lateral, house service and building service connections shall be noted and GPS coordinates are documented. An accurate measurement of each inspected sewer reach shall be documented and recorded. These inspections shall be performed while insuring no sanitary sewer overflows (SSOs) occur due to these inspections or related cleaning activities. This contract shall produce inspection and condition assessment of PCRWRD Conveyance System. Due to the extent of this contract it is anticipated that more than one crew shall be required to complete the work within the required 5-year period. The Contractor shall have a minimum of 5 CCTV mainline trucks, 1 CCTV lateral launch truck and 4 Hydrovac cleaning trucks available at all times 24/7. When RWRD Project Manager notifies the Contractor of a situation requiring a 2 hour emergency response the Contractor shall be compensated for their mobilization by the line item Mobilization. If the Contractor is unable to respond within the 2 hour response time frame then the Contractor will not be compensated for the mobilization. Mobilization will be measured for payment by the lump sum as a single complete unit of work. The basis for payment shall be in accordance to Section 901, Mobilization, of the COTIPC Standards Specifications For Public Improvements.

The required software for this contract is GraniteNet (Version shall be determined by PCRWRD – Contractor is required to update and maintain all modules and software versions to be compatible with RWRD at no additional cost to the contract). GraniteNet shall have the GIS Module, Infor Public Sector (I.P.S.) Module, and ESRI Arc license installed. The three modules are required in order to link to PCRWRD I.P.S. system. I.P.S. is the Computerized Maintenance Management System (CMMS) currently in use by PCRWRD Conveyance Division. **No substitutions will be allowed.**

This Project will be field intensive and will require the Contractor to have a good working knowledge and understanding of PCRWRD Sanitary Sewage Conveyance System.

In summary, the Contractor shall perform the following tasks on a ¼ square mile, section-by-section basis:

- Review and compile all available data provided by PCRWRD.
- Plan and schedule all CCTV and Cleaning activities for each week.
- Capable of responding to a specific job site within 2 hours of notification from PCRWRD.

- Perform field reconnaissance for location and access to appropriate manholes.
- Communicate and coordinate with the public in an effective, efficient, and professional manner.
- Immediately report any urgent maintenance actions to PCRWRD Conveyance Division.
- Coordinate urgent maintenance requirements with PCRWRD Conveyance Division.
- Provide traffic control and coordinate all traffic control requirements with appropriate jurisdictions.
- Perform the CCTV inspection, by a Certified NASSCO PACP/MACP/LACP, ADEQ Wastewater Collections Grade 1 operator, and provide the appropriate Granite XP visual survey data and Condition Assessment.
- Report any critical deficiencies or defects found in the sanitary sewer system.
- Provide all terrain access vehicles when needed.
- Perform all required quality control.
- Store and maintain videos and reports on-site for minimum 5 years organized by Hansen group project number. Have backups that are accessible within 24 hours.

The **Contractor** will perform the following tasks, along with their respective subtasks, within the one-year performance period:

- TASK II.1. CONTRACTOR TASK MANAGEMENT
- TASK II.2. CLOSED CIRCUIT TELEVISION (CCTV) SERVICES
- TASK II.3. WORK ORDER REPORTING

All fieldwork shall be performed on a PCRWRD work order system already established within the PCRWRD database. A project may be one work order or multiple work orders. Each work order and/or project shall be completed and accepted by PCRWRD before proceeding to the next work order and/or project. The Contractor shall follow the established work order sequence and organize all related work accordingly. These tasks and subtasks are described in detail herein.

TASK II.1 WORK ORDER MANAGEMENT

The services provided under this task relate to monitoring the progress and performance of the Contractor. The Contractor's Project Manager must have been employed by the company for a minimum of (5) years, must hold a current ADEQ Wastewater Collections Grade 3 Certification, and must be locally present during performance of the contract. The Contractor selected for this contract shall be responsible for the effective, timely, efficient, and environmentally sound completion of the required work and shall also be held fully accountable for the conduct and actions of their staff.

Subtask II.1.1. Kick-Off Meeting

- II.1.1.a. The Project Manager shall conduct a workshop meeting for the kick-off. At the kick-off meeting the Project Manager shall:
 - Introduce the task team.
 - Establish task goals.
 - As directed and agreed upon with PCRWRD:
 - Establish lines of communication between the Contractor, and PCRWRD Conveyance Staff.
 - Establish formats for deliverables following PCRWRD approved standards.
 - Establish public notification procedures following PCRWRD approved standards.
 - Provide an electronic and hard copies of the contact information for PCRWRD staff and the **Contractor's** staff involved with this contract.
- II.1.1.b. The Contractor shall prepare the agenda in consultation with the PCRWRD Project Manager and shall prepare minutes of the meeting.

Subtask II.1.2. Progress Meetings and Progress Reports

- II.1.2.a Monthly meetings (estimated duration 1 hour) shall be for the purpose of discussing the submittals of videos, databases, maps and reports. The Contractor shall be responsible for the minutes of each meeting and for submittal of a copy of the minutes to the Project Manager within five (5) working days

of the date on which the meeting was held. This is in addition to the normal day-to-day communications between the Contractor and PCRWRD.

Subtask II.1.3. Subcontractor Management

- II.1.3.a. Due to the extent of this contract the Contractor may self-perform or Subcontract Traffic Control responsibilities.
- II.1.3.b. The Contractor shall provide qualified, PCRWRD approved, Traffic Control Subcontractors to perform the traffic control that the Contractor is not self-performing. The Contractor shall be responsible for insuring that the traffic control Subcontractor is performing within the guidelines established herein, in a timely manner, and shall not adversely impact the overall project schedule.

Subtask II.1.4. Traffic Control

If work takes place in the traveled portion of the public right-of-way, such that it is necessary to alter the normal pattern of traffic in order to safely accomplish the work, the Contractor or its designated Subcontractors, shall provide the required traffic control plan and shall be responsible for obtaining permits required by the governing jurisdiction.

- II.1.4.a. The Contractor and/or its Subcontractors shall be responsible for providing and maintaining all necessary traffic control and safety devices as required by the appropriate regulating departments or agencies of all towns or jurisdictions included in this contract. The Contractor and/or its Subcontractors shall contact each one of the Traffic Engineers of the respective Public Works or Transportation Departments for Marana, Oro Valley, Pima County, Sahuarita, South Tucson, City of Tucson, or any other relevant governing jurisdiction, to insure that this contract complies with the traffic control requirements of that jurisdiction. These requirements may include, where necessary, off-duty law enforcement officers to control traffic as required by the Traffic Engineer for the City of Tucson (COT), if within the City of Tucson's City Limits.
- II.1.4.b. The Contractor and/or its Subcontractor shall be responsible for contacting each one of the Traffic Engineers of the respective Public Works or Transportation Departments for Marana, Oro Valley, Pima County, Sahuarita, South Tucson, City of Tucson, or any other relevant governing jurisdiction, to verify the times that the Contractor and/or Subcontractors may enter the right-of-way to perform cleaning and/or CCTV inspections. There are several restrictions during certain times of the year that the Contractor and its Subcontractors shall coordinate with the appropriate agency to avoid problems. The Contractor and/or Subcontractors shall be responsible for securing all necessary permits to work within the right-of-way as may be required by the regulating departments or agencies of all towns or jurisdictions included in Pima County. If the work is within or across a State of Arizona or Union Pacific Railroad right-of-way or the right-of-way of another public or private entity, the Contractor and/or Subcontractors shall be required to secure the proper rights of entry or permits required to work within these properties.
- II.1.4.c. Because the extent of traffic control is unknown at this time, the fee for this subtask shall be paid as a direct charge without markup, under the Force Account line item. If the extent of the traffic control required exceeds the bid line item amount for Force Account, the Contractor shall notify PCRWRD as soon as the Contractor recognizes this fact so that PCRWRD can initiate a modification to the contract to cover the additional Traffic Control cost.

Subtask II.1.5. Field Procedures

The intent of this contract is for PCRWRD to document the structural integrity and condition of the entire public sanitary sewer conveyance system. The Contractor shall perform a detailed condition assessment and NASSCO ranking of all completed segments of the system.

- II.1.5.a. The Contractor shall coordinate all of the work activities so as to guarantee minimum interference with normal sanitary sewer operation and procedures while ensuring no releases of sewage.

If during the cleaning and/or Closed Circuit Televising operation, raw sewage is spilled, discharged, toilet blown, leaked or otherwise deposited in the open environment due to the Contractor's work, the Contractor shall immediately notify PCRWRD area quad supervisor or the on-call weekend and after hour's supervisor to report the issue. The Contractor shall document the amount of sewage released, photograph the area where the release occurred, and disinfect the area affected. If professional cleanup is required the Contractor shall provide all services to remedy the situation at no cost to PCRWRD. The Contractor shall be responsible for any fines, penalties, or other cost imposed upon PCRWRD by any agency or private party as a result of the spill or improper discharge by the Contractor. The Contractor shall provide the Conveyance Division, SSO Section a Damage Resolution Report documenting the address, amount of sewage discharged, all photos taken, and the resolution within 24 hours of the discharge. If Resolution Report has not been completed due to the customer not willing to agree then within the 24 hours the Contractor shall submit a Resolution Plan to the SSO Section.

- II.1.5.b. The Contractor is expected to access system features within public right of ways or easements while at the same time respecting, to the extent possible, private property rights. A portion of this contract will require nighttime activities, during low flow conditions. The Contractor shall take all provisions necessary to keep noise and lights to a minimum, while at the same time performing all their operations with diligent safety standards for themselves and the general public.
- II.1.5.c. All attempts shall be made to respect non-standard access to private property and utmost professional courtesy when contacting the general public. In addition to the proximity of private property, the Contractor may expect that some of the involved easements are located in remote and heavily vegetated or landscaped areas. This situation could be expected especially in or around residential neighborhoods where public easements are not clearly marked or established, and some degree of landscaping encroachment has been tolerated. Vehicular access shall be controlled and limited to existing right-of-ways and access roads in order to avoid and minimize damaging the existing vegetation, except when the only access possible is from existing washes. Manholes and pipeline locations without vehicle access will require inspection equipment to be hand carried to the site location. Any other alternative method shall be approved by PCRWRD prior to accessing the feature.
- II.1.5.d. If trimming of vegetation is required, it shall be limited to the area around the system feature requiring access and that area only. In this event, the Contractor shall fully comply with all applicable local, state, federal vegetation and riparian codes, ordinances, regulations, protocols and guidelines including but not limited to:
 - Health, Noise, and Safety Regulations
 - Dust Control Regulations
 - Native Vegetation Ordinances
 - Riparian Habitat Ordinances
 - Endangered Species.
- II.1.5.e. All trimmed or disturbed vegetation shall be removed from the area, and disposed of in approved County landfills or composting facilities at the Contractor's expense.
- II.1.5.f. The Contractor shall clearly identify its personnel as PCRWRD authorized agents for this contract. The Contractor's field personnel shall wear safety vests, display badges (photo ID's) and carry a copy of the Notice to Proceed at all times.
- II.1.5.g. The Contractor shall immediately notify PCRWRD of any observations of possible hazardous materials, waste, or any other type of potential problem affecting the protection of the environment that may be encountered in or around a work area.
- II.1.5.h. The Contractor shall identify and report to PCRWRD any abnormal condition found in the system requiring maintenance. There are two categories of abnormal conditions: urgent and non-urgent. The difference is that urgent conditions may affect the flow or public health and shall be reported immediately. Urgent conditions that are reported shall be accompanied with video, pictures, or any supporting data to be

provided immediately (less than 1 hour). If the video is available, it shall be provided in either DVD or Flash- Drive format.

When an urgent situation is found, the Contractor's responsibility is to report IMMEDIATELY to:

Operations Communications Center (OCC): 724-3400 available 24/7.

At a minimum, the following information shall be provided:

- Facility feature number
- Address
- Location
- How to access the area, and if there are any special conditions that the response team needs to know about the area (Private property, gates, fences, or vehicle size limitations)
- Best description of the situation

Urgent conditions include but are not limited to:

- A broken sewer line or sewer line with hole in it
- Sags in the lines (With a 30% or more deflection)
- Partial and full line blockages
- Surcharging manholes
- Collapsed structures (benches, crowns, and walls)
- Missing or broken manhole covers, frames, and cement collars
- Bee Hives
- Apparent Vandalism

II.1.5.i. The non-urgent conditions are all other conditions that although abnormal, can be notified at the end of the day because they are not critical to the system's operation.

Once notified, PCRWRD personnel will make the determination of what actions are required.

II.1.5.j. In the event that it is determined that the Contractor failed to follow these notification procedures by either neglect or lack of due diligence, resulting in Pima County being sued or fined by any of the monitoring agencies, the Contractor will be charged for all associated costs (e.g. PCRWRD mitigation, fines, legal costs).

II.1.5.k. No entrance, for any reason, into the public sanitary sewage system's confined spaces shall occur without the expressed consent of PCRWRD (Conveyance Division) and the utilization of proper safety provisions as required by OSHA. The Contractor shall submit a Confined Space Entry Program for review and approval by PCRWRD prior to the Notice to Proceed. The Contractor shall follow the Contractors Confined Space Entry Program procedures.

Subtask II.1.6. Resident Notification

During the life of the contract, residents may need to be notified of cleaning or CCTV inspection activities. If and when warranted, all the residents within the proposed work area shall be notified of the estimated timing, duration, and type of activities to be performed in the area. The Contractor shall communicate and coordinate with the public in an effective, efficient, and friendly manner in order to be a "good neighbor" and foster their cooperation during the task.

II.1.6.a. The **Contractor** shall present and submit for PCRWRD approval the proposed notification letter.

The resident's addresses and information are available on the PCDOT GIS data files. If notification is required, notifications shall be mailed and/or hand delivered to residents a minimum of one week prior to the actual cleaning and/or CCTV inspection activity. The Contractor's field crews shall carry a copy of the notification letter at all times.

- II.1.6.b. Every effort shall be made to determine if a neighborhood or home owner association exists within the proposed work area. If such an organization is active, it shall also be included in the notification procedures. The Contractor shall contact the PCRWRD Community Relations Office for a list of known neighborhood associations with their respective points of contacts (POC). The list shall be part of the final report for the project.

Subtask II.1.7. Cleaning

This contract may require cleaning of the sewers prior to CCTV activities, including manhole wash down and siphons. The Contractor is required to purchase and maintain the water meters that will be used during the cleaning process. The Contractor shall provide all materials, labor and supervision, necessary to clean the collection system. The purpose of cleaning is so that all potential defects are not obscured and the true physical condition of the sewer can be ascertained.

- II.1.7.a. The Contractor's Hydrovac trucks shall have a minimum of 900 feet of hose which shall be capable of producing 80 gpm and 2500 psi. and the Contractor shall have a vehicle having the capability to recycle water during the cleaning process. The hydrovac trucks shall be equipped with on-board spill kits.
- II.1.7.b. The Contractor shall supply equipment for sewer cleaning capable of removing sewage solids, sludge, roots, grease, grit, dirt, rocks, rags, fixed deposits, grout, protruding taps and other deleterious materials and obstructions from sewers without damage to the existing sewer pipes. The Contractor shall use equipment that will efficiently clean the pipe and remove solids from the collection system in a minimum amount of time. After the pipe has been cleaned it should be at no less than 95% of its original pipe capacity.
- II.1.7.c. Cleaning methods that may be used include, but are not limited to, high velocity hydraulic cleaners. Other methodologies recommended by the Contractor must be approved by PCRWRD. The Contractor shall protect the integrity of the collection system and all manholes from damage during the cleaning operations.
- II.1.7.d. The Contractor shall remove sewage solids, sludge, roots, grease, grit, dirt, rocks, rags, and other debris resulting from the cleaning operation at the next downstream manhole. The Contractor shall not pass material from an upstream segment to the next downstream segment. When hydraulic or mechanical cleaning equipment is used, the Contractor shall construct a weir, dam, or functionally equivalent structure in the downstream manhole to trap solids for removal. The Contractor must be vigilant in removing solids and must monitor the manhole to ensure that no harm comes from backing up the main. The Contractor shall coordinate the location of disposal of liquid material (decant) with PCRWRD. Normally, the Contractor will be able to decant into a manhole from which debris has been removed. The Contractor shall obtain and complete all permits, documentation, and waste manifest to transport and dispose of solid materials to the Tres Rios Water Reclamation Facility. The Contractor shall be responsible for the transport and disposal of the material removed during cleaning at no additional cost to the County.
- II.1.7.e. The Contractor shall take adequate precautions to prevent, and shall be responsible for any structural flooding damage or sanitary sewer overflows (SSO's) that occur due to cleaning operations. As described in procedure II.1.5.a.
- II.1.7.f. If, during the CCTV inspection, the sewers and manholes are not, in the opinion of the PCRWRD representative, adequately cleaned, the CCTV inspection shall stop and the areas in question shall be cleaned, or re-cleaned by the Contractor at no additional cost to the County.
- II.1.7.g. Because of the age and possible condition of the sewer lines, the Contractor shall exercise extreme caution when cleaning the sewers. The Contractor shall routinely use high velocity hydro-cleaning equipment preceding the CCTV activity. The Contractor shall protect the pipeline and its appurtenances from damage during the cleaning operation. Any damage resulting from the cleaning operation shall be repaired by the Contractor, at no additional cost to the County, using repair methods approved by the Pima County Standard Specifications.

Subtask II.1.8. Flow Modifications

No modification of flow will be allowed without the prior written approval from PCRWRD.

Subtask II.1.9. Information Availability

All available sewer improvement plans, GIS Maps and recorded drawings ("As-Built") shall be made available to the Contractor by the PCRWRD Project Manager.

Subtask II.1.10. Deliverables

The Contractor has the total responsibility for the accuracy, timeliness, and completeness of the work and the services it is to furnish under this contract. PCRWRD will review all deliverables to determine if quality control procedures are being applied and if they are adequate and appropriate for the work presented.

- II.1.10.a. The Contractor shall provide all equipment, material and labor necessary to CCTV inspect and record on external hard drives and in digital format using GraniteNet with the GIS, I.P.S., and ESRI modules installed in the software, the designated sewers described in this scope of work.
- II.1.10.b. PCRWRD reserves the right, both at the time of the actual CCTV inspection and at the time of the receipt of the finished external hard drives to reject the media because of a poor picture quality. These conditions may include but are not limited to: fogged lens, excessive fog forming inside the pipeline, grease build-up on lens, clarity, brightness, off centered camera, camera out of focus and submerged camera.
- II.1.10.c. A minimum of ten working days shall be allowed for PCRWRD's review. The Contractor shall re-televise, re-inspect, record and resubmit external hard drives of those sewer segments that may be rejected by PCRWRD because of poor quality, all within the bounds of present state of the art closed circuit televising capabilities. All reaches requiring re-inspection, shall be re-televised by the Contractor at no additional expense to PCRWRD.
- II.1.10.d. Media: The Contractor shall label each and every external hard drive with the work order number, project name and/or project number. The Contractor shall provide one (1) - External hard drive, for all work orders or projects completed. The Contractor shall provide one (1) - External hard drive, minimum of 3 terabytes for all work orders and projects completed to reside on. The 3 terabyte external hard drive is to be delivered at the beginning of this contract and every year the contract is renewed or extended.
- II.1.10.e. The Contractor must maintain and store videos and reports on-site after the contract has come to completion for a minimum of 5 years. All videos and reports must be organized by I.P.S. group inspection or project numbers. The Contractor shall demonstrate its ability to maintain the 5 year storage, expected to be greater than 15 Terabytes with a full backup system enabling immediate accessibility (within 24 hours) of all data during the 5 year storage.
- II.1.10.f. Each inspection media shall display the segment's upstream and downstream manhole numbers, footage, date, and time during all CCTV inspections.
- II.1.10.g. Upon completion of the CCTV inspection, all media shall be submitted to the PCRWRD and shall become the property of the PCRWRD.
- II.1.10.h. The Contractor shall provide all equipment, material and labor necessary to clean all sewer segments. PCRWRD shall issue work orders indicating the sewer segments to be cleaned. Each segment shall be identified according to the upstream and downstream manhole number, along with the approximate footage of each segment.
- II.1.10.i. Upon completion of the cleaning the work orders shall be submitted to PCRWRD for review and approval of payment. Each line segment shall have the measured field distance recorded and conditions encountered during the cleaning process.

Subtask II.1.11. Designation of, and change of, the Contractor's Project Manager

- II.1.11.a. The Contractor shall assign a Project Manager (PM) to serve as a single point of contact for all of the Contractor's formal contacts with the PCRWRD and this Project Manager shall be locally assigned to service the Contract. The Contractor's Project Manager may be changed by written request to PCRWRD's Project Manager, and only with the approval of the PCRWRD Project Manager.

TASK II.2 CLOSED CIRCUIT TELEVISION (CCTV) SERVICES

The Contractor shall perform visual and condition assessment on portions of the public sanitary sewer lines listed in Task II.2.1. The Contractor's crew shall work on one group inspection or group project, and each work order or project must be completed before proceeding with the next group inspection or group project. The payment for work will not be issued until all deliverables listed on each group inspection or group project have been received and approved by PCRWRD personnel on a per group inspection or group project basis.

Subtask II.2.1. Televising Requirements

- II.2.1.a. The initial term of this contract is a one-year period renewable at the County's option for up to four additional one-year terms. Once the NTP has been issued RWRD anticipates issuing inspections and projects that will encompass approximately 420 miles to be completed on or around July 2021. For the additional one year terms the anticipated amount per year should approximately be 420 miles per year. The systems Pipe Diameters range from 4 inch to 84 inch in diameter.
- II.2.1.b. At a minimum, the CCTV equipment shall consist of a pan and tilt color camera capable of illumination and recording features. The CCTV equipment must be equipped with a radio frequency transmitter. The TV truck must include a radio frequency receiver to allow the operator to mark on the ground surface with spray paint, the location of the sewer line and or serious defects, which require immediate repair. The data collected shall be PC based, using GraniteNet with the GIS module, I.P.S. module and ESRI Arc license installed in the software and all software and modules shall be kept updated and current with versions in use by PCRWRD, at no additional cost to the Contract. The camera shall be either transported by tractor or tagging and maintain centering of the camera in the pipe centerline.
- II.2.1.c. If during the television inspection of a section of main line, the camera is unable to pass an obstruction even though flow is unobstructed, televise the section from the other direction (reverse setup) in order to obtain a complete recording of the main line. If while televising from the reverse setup a second obstruction is encountered the obstruction shall be documented and the main line inspection abandoned as an MSA.
- II.2.1.d. The County makes no guarantee that the sanitary sewer designated for television inspection is clear for the passage of the camera. Selection of the appropriate equipment, tools and methods for securing safe passage of the camera is the Contractor's responsibility.
- II.2.1.e. If during CCTV inspection of a line segment the camera gets "stuck" inside the pipe and can't be removed, the Contractor shall notify the Project Manager immediately. The Contractor will be required to remove its camera/equipment and will be responsible for all costs associated with but not limited to retrieving its camera/equipment including excavation, trench safety, bedding, backfill, base, pavement, pipe replacement or repair in accordance with Pima County Standard Specifications.
- II.2.1.f. If during the CCTV inspection a protruding tap, root intrusion, or any foreign inclusions is encountered and the CCTV inspection cannot proceed the inspection process shall be stopped. The Contractor shall note the location, photograph the condition, and dispatch the appropriate equipment to cut and/or remove the obstruction.
- II.2.1.g. When requested by PCRWRD Project Manager the Contractor will be required to use sonar and laser inspection equipment to assess the condition of the collection system.

- II.2.1.h. The Contractor shall provide PCRWRD with one (1) copy of the media on an external hard drive for each sanitary sewer reach that has been TV inspected for NASSCO compliant assessment.

III. ADMINISTRATIVE PROVISIONS

It shall be the Contractor's responsibility to provide the requested services and to produce and assemble the documents described herein. The Contractor shall have an Arizona Contractors "A" License at the time of bid. The Contractor shall have in operation an emergency On- Call operator 24-hours a day 7-days a week to enable the dispatch of the Contractor's equipment within a 2-hour response. The Contractor shall have performed a minimum of 3-million feet of cleaning and CCTV of sewer mains within the last 3-years to qualify for this bid. The Contractor shall have never been terminated from a contract with a public agency. The formal work relationship between the Contractor and PCRWRD shall be maintained between the Contractor's Project Manager and PCRWRD's Project Manager. This formal relationship shall include the passage of all written forms of correspondence, requests for information, notifications, submittals, and claims for payment between these two project managers only. Communications between no other parties shall be binding upon this contract.

TASK III.1. AVAILABILITY OF APPLICABLE INFORMATION

The PCRWRD staff will provide or coordinate delivery of all available information applicable to the work of the Contractor that is not otherwise available to the public. The Contractor shall make inquiries to the PCRWRD Project Manager to resolve if possible, any inconsistencies or deficiencies found within the information supplied.

TASK III.2. COORDINATION AND APPROVALS

It shall be the Contractor's responsibility to provide all coordination with involved utilities and regulatory agencies with jurisdiction over the assigned work area and to resolve any issue requisite to providing the services and documents required herein.

TASK III.3. QUALITY CONTROL

Subtask III.3.1. The Contractor has total responsibility for the accuracy, timeliness and completeness of the work and the documents to be furnished under this contract.

Subtask III.3.2. Submittals of the work and supporting documentation shall be accomplished by documentation, which shows the Contractor has established and is following quality control procedures. Such documentation may be in the form of copies of appropriate deliverables lists, tables, checklists, etc. which show columns for checking, revision, re-checking, and quality control reviews. Submittals to PCRWRD not accompanied by documentation, which verifies the use of quality control procedures, may be returned to the Contractor if it appears to PCRWRD that quality control procedures are not being followed. Documentation of the application of quality control procedures shall be considered to be a requisite element of each review submittal.

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TASK III.4. SUBMITTALS

Subtask III.4.1. Formal submittals of the work are considered to be milestones. The Contractor shall conduct the work to complete the tasks in accordance with the respective approved overall schedule.

Subtask III.4.2. The Contractor submittals for PCRWRD approval shall include, but not limited to the following:

Submittals Schedule		
Item No.	Description	Applicable Section
1	Phone number of the Contractors On-Call operator	III.
2	Project Kickoff Meeting Agenda and Minutes	II.1.1.
3	Monthly Progress Reports, Meeting's Agendas and Minutes	II.1.2.
4	Permit-Required Confined Space Entry Procedures	II.1.5.k
5	Resident Notification Letter	II.1.6
6	CCTV Video Media (external hard drives)	II.1.10
7	Completed PCRWRD Work Orders	II.2.
8	Completed Hansen Cleaning Work Orders	II.1.7

IV. COUNTY RESPONSIBILITIES

The PCRWRD will perform the following functions during the execution of this Contract:

- a. Designate a Project Manager to direct the Contractor and serve as a single point of contact for all of the Contractor's formal contacts with the PCRWRD. Said Project Manager may be changed by written notification to the Contractor;
- b. Secure the necessary reviews and approvals from PCRWRD Staff;
- c. Provide the required Notice to Proceed without unnecessary delay;
- d. Provide timely payment of the accepted Contractor's invoices;
- e. Provide copies of any relevant studies, reports, or other documentation prepared by or for PCRWRD or other agencies which may bear on the work unless such studies, reports or documents have been published separately and are available publicly.
- f. Provide the Contractor with all information stated to be provided the Contractor under this Contract

END OF EXHIBIT "D"



CERTIFICATE OF LIABILITY INSURANCE

8/1/2021

DATE (MM/DD/YYYY)

4/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED 1429322 Professional Pipe Services, Inc. Branch #68 47 Discovery #250 Irvine, CA 92618	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Executive Risk Indemnity Inc.</td><td>35181</td></tr> <tr> <td>INSURER B:</td><td>Federal Insurance Company</td><td>20281</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Executive Risk Indemnity Inc.	35181	INSURER B:	Federal Insurance Company	20281	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES HSWHO01 **CERTIFICATE NUMBER:** 17490522 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

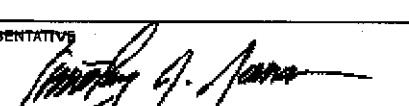
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	54310144	3/31/2021	8/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54309479	3/31/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	54309480	8/1/2020	8/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pima County IFB-PO-2100079. Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees are Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law.

CERTIFICATE HOLDER

CANCELLATION See Attachments

17490522 Pima County Procurement Department 150 W. Congress, 5th Floor Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Pima County Procurement Department

150 W. Congress, 5th Floor

Tucson, , AZ 85701

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17490522**

- Email: LACertseDelivery@lockton.com
- Phone: (213) 334- 4669

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox and phone number is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox or contact the phone number below with email updates.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
777 South Figueroa Street Los Angeles, CA 90017

POLICY NUMBER: 54310144

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 54310144

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 54310144

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE FOR
SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

WHERE REQUIRED BY WRITTEN CONTRACT

Location Of Covered Operations:

ALL LOCATIONS

(If not entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to SECTION IV -COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

(1) The Additional Insured is a named insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

POLICY NUMBER: 54310144

COMMERCIAL GENERAL LIABILITY
Form 10-02-1800 (Rev. 09-17)

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

Policy No:54309479

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

D. Persons And Organizations As Insureds Under A Written Insured Contract Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

Form: 16-02-0292 (Rev. 11-16)

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Services Office, Inc. with its permission"

Policy No: 54309479

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

Form: 16-02-0292 (Rev. 11-16)

"Includes copyrighted material of Insurance
Services Office, Inc. with its permission"

POLICY NUMBER: 54309479

COMMERCIAL AUTO
16-02-0316 Ed.10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Professional Pipe Services, Inc. Branch #68

Endorsement Effective Date: 3/31/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. - **"Other Insurance"** of Item B. - **"General Conditions"** under Section IV - **"Business Auto Conditions"**:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in Schedule.

Schedule

Where required by written contract in states where applicable.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement 8/1/2020

Policy No: 54309480

Endorsement No.001

Effective Date:

Insured: Professional Pipe Services, Inc.
Branch #68

WC 00 03 13
(Ed. 4-84)

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

Professional Pipe Services, Inc.

(hereinafter "Principal"), as Principal, and Atlantic Specialty Insurance Company

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of New York, with its principal office in the City of Plymouth, Minnesota 55441, holding a certificate of authority to transact surety business in Arizona issued by the Director of Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County (hereinafter "Obligee") in the amount of \$1,558,350.00, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the, 15th of April, 2021 for:

**IFB No. IFB-PO-2100079 CONVEYANCE SYSTEM
CLOSED CIRCUIT TELEVISION INSPECTION SERVICES**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge in the court.

Witness our hands this 19th day of April, 2021.

Professional Pipe Services, Inc.
Principal

By: 

Atlantic Specialty Insurance Company
Surety

By: 

William Reidinger, Attorney-in-Fact

Pima County Procurement Department
Invitation for Bid Number IFB-PO-2100079

CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES



March 2021

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLE 34, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

Professional Pipe Services, Inc.
[NAME OF CONTRACTOR]

(hereinafter "Principal"), as Principal, and Atlantic Specialty Insurance Company
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of New York with its principal office in the City of Plymouth, Minnesota 55441, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Pima County, Arizona (hereinafter "Obligee") in the amount of \$1,558,350.00, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 15th of April, 2021 for:

**IFB No. IFB-PO-2100079 CONVEYANCE SYSTEM
CLOSED CIRCUIT TELEVISION INSPECTION SERVICES**

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copies at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 19th day of April, 2021

Professional Pipe Services, Inc.
Principal

By: 

Atlantic Specialty Insurance Company
Surety


By: 

William Reidinger, Attorney-in-Fact

State of ... Illinois
County of ... Cook ss.:

Surety
Company
Acknowledgment:

On this 19th day of April 2021..., before me
personally appeared.... William Reidinger, to be known,
whom being by me duly sworn, did depose and say: that he/she resides
at.. Schaumburg, IL.....
that he/she is the Attorney-In-Fact of Atlantic Specialty
Insurance Company, the corporation described in and which
executed the annexed instrument; that he/she knows the corporate seal of
said corporation that the seal affixed to said instrument is such corporate
seal; that it was so affixed by order of the Board of Directors of said
corporation; that he/she signed his/her name thereto by like order; and
that the liabilities of said corporation do not exceed its assets as
ascertained in the manner provided by law.


.....
Notary Public in and for the above County and State.

My commission expires 02/23/2023





Power of Attorney

Surety Bond No: 800116671

Principal: Professional Pipe Services, Inc.

Obligee: Pima County

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: William Reidinger, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

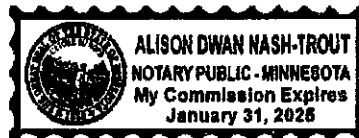


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th day of April, 2021



Christopher V. Jerry, Secretary