



1530

BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 04/21/2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): Hoffman Southwest Corp, dba Professional Pipe Services

Project Title/Description:

Conveyance System Closed Circuit Television Inspection Services

Purpose:

The Pima County Regional Wastewater Reclamation Department's (PCRWRD) conveyance systems consist of nearly 3,464 miles of public separate sanitary sewers, of which approximately 338 miles are considered trunks or interceptor sewer (15 inches in diameter and larger). The primary purpose of this project will be to utilize a joint combination of hydraulic jetting (for cleaning) and Closed Circuit Television Inspection (visual inspection) of the PCRWRD sanitary sewage conveyance system. The contract will be awarded for the first year of cleaning and inspection services with four optional one-year renewal periods in accordance with BOS Policy D29.4

Procurement Method:

Invitation For Bid (under A.R.S. Title 34)

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 is 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- 4-8-15

Ver. - 1

Vendor - 1

Pgs - 37

Procure Dept 04/07/15 AM 08:15

MS

Original Information

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 15-416
Effective Date: 05/01/2015 Termination Date: 04/30/2016 Prior Contract Number (Synergen/CMS): CT-10043789
☒ Expense Amount: \$ 1,837,725.00 (Annually) ☐ Revenue Amount: \$ _____
Funding Source(s): RWRD Obligations

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____
☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Keith E. Rogers

Department: Procurement / Design & Construction Div. Telephone: 724-3542

Department Director Signature/Date: [Signature] 4/1/15

Deputy County Administrator Signature/Date: [Signature] 4/2/15

County Administrator Signature/Date:
(Required for Board Agenda/Addendum Items)

[Signature] 4/7/15

NOTICE OF RECOMMENDATION FOR AWARD

The Pima County Procurement Department - Design & Construction Division hereby issues formal notice to participating respondents for:

SOLICITATION #163052: CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES

that the below listed firm will be recommended for award of a multi-year contract in the estimated annual amount of \$1,837,725.00 for the first contract year. The award action is anticipated to be performed by the Pima County Board of Supervisors on or after April 21, 2015.

<u>RECOMMENDED:</u>	<u>1st YEAR ESTIMATED AMOUNT (GRAND TOTAL)</u>
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Hoffman Southwest Corp. DBA Professional Pipe Services	\$1,837,725.00
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<u>OTHER PARTICIPATING FIRMS:</u>	<u>AMOUNT (Total Bid Amount)</u>
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AIMS / PVIC Clean Serve, LLC	No Bid
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Contract Officer: /s/ Keith E. Rogers Date: 3/25/15
Keith E. Rogers, CPPB

This notice is in compliance with Pima County Procurement Code: Sec. 11.12.010, 11.12.020, 11.20.010.C, Procedure dated 10/25/02.

cc: Pima County SBE – 43646
Project Manager



PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT				
PROJECT: CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES	<table border="1"> <tr> <td>CONTRACT</td> </tr> <tr> <td>NO. <i>CT-WW-15000000000000000000 4/16</i></td> </tr> <tr> <td> AMENDMENT NO. _____ <small>(STAMP HERE)</small> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT	NO. <i>CT-WW-15000000000000000000 4/16</i>	AMENDMENT NO. _____ <small>(STAMP HERE)</small> This number must appear on all invoices, correspondence and documents pertaining to this contract.
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AMENDMENT NO. _____ <small>(STAMP HERE)</small> This number must appear on all invoices, correspondence and documents pertaining to this contract.				
CONTRACTOR: Hoffman Southwest Corp., dba Professional Pipe Services 3190 N. Freeway Industrial Loop Tucson, AZ 85705				
AMOUNT: \$1,837,725.00 (1 st Contract Year Only)				
FUNDING: RWRD Obligations				

THIS CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and Hoffman Southwest Corp, dba Professional Pipe Services hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR for the above named project to perform **CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES**; and

WHEREAS, CONTRACTOR submitted the lowest, responsive bid to COUNTY in response to Pima County Solicitation No. 163052 for said work.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as approved by the [Board of Supervisors] on 04/21/2015, shall commence 05/01/2015, and shall terminate on 04/30/2016, unless sooner terminated or further extended pursuant to the provisions of this contract. 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 hereto.

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 or deliveries under the Amendment commences.

ARTICLE II - SCOPE OF SERVICES

CONTRACTOR shall provide for the COUNTY all labor, materials and equipment necessary to perform the work provided in EXHIBIT "A": Scope of Work which is incorporated herein the same as if set forth. All work shall be done per specifications called for in the bid documents, Pima County Solicitation No. 163052, and all incorporated documents; including any design and specifications incorporated herein, and any issued Addenda to said solicitation or design documents.

ARTICLE III - COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in the manner hereinafter specified.

CONTRACTOR shall provide detailed documentation in support of requested payment. Payments will be made in accordance with A.R.S. § 34-221.

Total payment for the first year of this Contract shall not exceed One Million, Eight Hundred Thirty-Seven Thousand, Seven Hundred and Twenty-Five Dollars (\$1,837,725.00). Payment for this Contract shall be made based on EXHIBIT "B" CONTRACTOR BID SHEET, hereby incorporated herein, for the Total Bid. Any Force Account work authorized by COUNTY will be paid in accordance with Section 109-5 of the City of Tucson/Pima County Standard Specifications for Public Improvements 2003 Edition.

If this contract provides for an Allowance for certain items, COUNTY will pay the actual cost of the items included in the allowances according to the Unit Prices in Exhibit "B" and supported by bona fide cash receipts submitted with the Pay Application. In the event the price of an allowance item is less than the amount specified, the difference shall be credited to COUNTY. If the price of an item exceeds the amount specified as the Allowance, CONTRACTOR shall not proceed without written COUNTY approval.

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

ARTICLE IV - INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR;

- a) Commercial General Liability Insurance at least as broad as ISO's Standard CG 00 01 Form, and including Products/Completed Operations, in an amount not less than \$1,000,000.00 combined single limit Bodily Injury and Property Damage; and
- b) Commercial or Business Automobile Liability Insurance at least as broad as ISO's Standard CA 00 01 Form, for owned, non-owned and hired vehicles used in the performance of this Contract with limits not less than \$1,000,000.00 combined single limit, or \$1,000,000.00 bodily injury and \$1,000,000.00 property damage; and,
- c) Statutory Workers' Compensation including not less than \$1,000,000.00 Employers Liability Coverage.
- d) Builders Risk Insurance ☐ does ☒ **does not apply** to this contract. If Builders Risk Insurance applies to this contract, then the CONTRACTOR shall be required to maintain throughout the course of construction, Builder's Risk Insurance in a dollar amount equal to the full insurable value of the work under contract, which shall include "All Risk" coverage. Pima County shall be named as a "Loss Payee". CONTRACTOR shall be responsible for equipment, materials, and supplies until completion of the project and acceptance by Pima County.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates must provide for guaranteed 30 days written notice of material change, non-renewal or cancellation.

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources.

ARTICLE V - INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold 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 the CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. This obligation shall survive termination or expiration of this Contract. The obligations under this Article shall not extend to the negligence of COUNTY, its agents, employees or indemnitees.

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, as amended by Laws, 51st Legislature (2013), 1st Regular Session, Ch. 0238, shall, in all cases, not be void, but shall be interpreted and applied as if it were consistent with A.R.S. § 34-226.

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR STATUS

The status of CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR's officers, agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System.

CONTRACTOR shall be responsible for payment of all federal, state, and local taxes associated with compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Contract.

ARTICLE VIII - CONTRACTOR/SUBCONTRACTOR PERFORMANCE

CONTRACTOR shall perform the work with the degree of care and skill which a licensed contractor in Arizona would exercise under similar conditions. CONTRACTOR shall employ suitably trained and skilled personnel to perform all services under this Contract.

CONTRACTOR shall 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 shall 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. CONTRACTOR shall not subcontract with any subcontractor appearing on the Excluded Parties List System to perform work under this Contract at any tier.

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 shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any Subcontractor, except as may be required by law.

CONTRACTOR will perform the work under this Contract using the subcontractors named on the Subcontractor List submitted with CONTRACTOR's bid for the Contract unless the change in subcontractors has been justified to and approved by the COUNTY.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of the COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors**. During the performance of this contract, CONTRACTOR shall 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.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE XII - 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 shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete compliance with any of the terms or provisions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 shall not be construed as an accord and satisfaction.

ARTICLE XIV - 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.

ARTICLE XV - TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONTRACTOR to cure a default under this Contract within 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, and may take possession of and use any materials, appliances, or plant on the work site necessary for completing the work. The CONTRACTOR and its sureties shall be liable for any damage to the COUNTY resulting from CONTRACTOR's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following shall constitute an event of default:
 - 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;

2. Persistent or repeated refusal or failure to supply enough properly skilled workmen or materials to perform the work on schedule;
3. Failure to provide competent supervision at the site;
4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient Material
5. Failure to make prompt payment to subcontractors or suppliers for material or labor;
6. Loss of contractor, 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;
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
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.

C. In the event of a termination for default:

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 shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
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
3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONTRACTOR shall not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor the CONTRACTOR charged with damages under this Article, if—

1. Excepting item (8) in paragraph B 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 the CONTRACTOR. Examples of such causes include—
 - i. Acts of God or of the public enemy,
 - ii. Acts of the COUNTY in either its sovereign or contractual capacity,
 - iii. Acts of another Contractor in the performance of a contract with the COUNTY,
 - iv. Fires,
 - v. Floods,
 - vi. Epidemics,
 - vii. Quarantine restrictions,
 - viii. Strikes,
 - ix. Freight embargoes,
 - x. Unusually severe weather, or
 - xi. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and the subcontractors or suppliers; and
2. The CONTRACTOR, within three (3) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall 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.

E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONTRACTOR's onsite project manager, facsimile transmission, or under the Notices clause of this Contract.

F. If, after termination of the Contract for default, it is determined 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 the termination had been issued for the convenience of the COUNTY.

G. 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.

ARTICLE XVI - 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 fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY, become its property. If the Contract is terminated by COUNTY as provided herein, CONTRACTOR shall be paid an amount based on the time and expenses incurred by CONTRACTOR prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed services.

Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVII - NOTICES

Any Notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:

Jackson Jenkins, Director
Regional Wastewater Reclamation Department
201 N. Stone Ave
Tucson, AZ 85701
Tel: 520-724-6549
Fax: 520-724-6553

CONTRACTOR:

Nick Lanoue, Branch Manager
Hoffman Southwest Corp., dba Professional Pipe Services
3190 N. Freeway Industrial Loop
Tucson, AZ 85705
Tel: 520-233-7025
Fax: 520-741-1726
Email: NLanoue@hswcorp.com

ARTICLE XVIII - 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.

ARTICLE XIX - CONTRACT DOCUMENTS

A. INCORPORATION OF DOCUMENTS: CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in SOLICITATION NO. 163052 including the following:

- **Exhibit A – Scope of Work**
- **Exhibit B – Contractor Bid Sheet**

and on information provided in the CONTRACTOR 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.

B. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the documents incorporated into this contract, the Contract Documents shall take precedence in the following order:

1. This Contract
2. Contractor Response to the Solicitation
3. Instructions to Bidders
4. Invitation to Bid

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 Contract shall be incorporated into the Contract by Amendment.

ARTICLE XX - BONDING REQUIREMENTS

In accordance with A.R.S. § 34-221, et. seq., the CONTRACTOR shall provide Payment and Performance bonds for not less than one hundred percent (100%) of the contract amount. Copies of said bonds shall be attached to and become a part of this contract.

ARTICLE XXI - OWNERSHIP OF DOCUMENTS

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 shall vest in and become the property of the COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONTRACTOR may retain record copies thereof.

ARTICLE XXII - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, CONTRACTOR shall retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XXIII - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XXIV - SEVERABILITY

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

ARTICLE XXV - PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, 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.

Any records submitted in response to this solicitation that respondent reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by respondent prior to the close of the solicitation.

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 shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. CONTRACTOR shall 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.

ARTICLE XXVI - LEGAL ARIZONA WORKER'S ACT COMPLIANCE

CONTRACTOR hereby 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 shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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.

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, shall be deemed to be 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 shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to COUNTY approval if MWSBE preferences apply) as soon as possible so as not to delay project completion.

CONTRACTOR shall 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 insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be 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 shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

ARTICLE XXVII-ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written Amendment signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Contract on the dates written below.

PIMA COUNTY

CONTRACTOR

Chair, Board of Supervisors

Date ____/____/____



Signature

Nick Lanoue Branch Manager

Name and Title (Please Print)

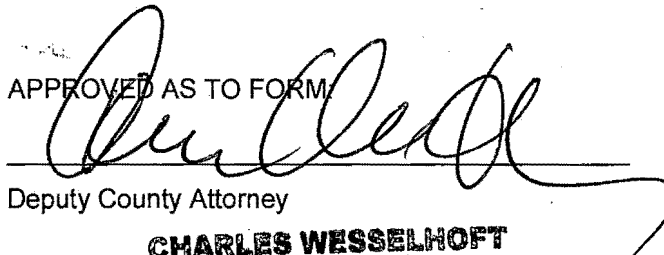
Date 3 / 26 / 2015

ATTEST:

Clerk of Board

Date: ____/____/____

APPROVED AS TO FORM


Deputy County Attorney

CHARLES WESSELHOFT

Printed Name

EXHIBIT "A" - SCOPE OF WORK

CLOSED CIRCUIT TELEVISION INSPECTION SERVICES

I. GENERAL BACKGROUND

SYSTEM DESCRIPTION

The Pima County Regional Wastewater Reclamation Department's (PCRWRD) conveyance systems consist of nearly 3,464 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 WORK

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 3 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 Granite XP (Version shall be determined by PCRWRD). Granite XP shall have the GIS Module, Hansen Module, and ESRI Arc license installed. The three modules are required in order to link to PCRWRD Hansen system. Hansen 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 and must hold a current ADEQ Wastewater Collections Grade 3 Certification. 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, and City of Tucson 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 the COT Traffic Engineer or the County Traffic Engineer in order 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): 724-6500 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 and capable of producing 80 gpm and 2500 psi. 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 GRANITE XP with the GIS, Hansen, 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-televis, 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 retelevised 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 Hansen group 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. 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 work order or project, and each work order or project must be completed before proceeding with the next work order or project. The payment for work will not be issued until all deliverables listed on each work order have been received and approved by PCRWRD personnel on a per work order 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 work orders that will encompass approximately 750 miles to be completed on or around July 2016. For the additional one year terms the anticipated amount per year should approximately be 350 miles per year. The systems Pipe Diameters range from 6 inch to 84 inch in diameter with the first year focusing mainly on the Interceptors (15 inch in diameter and larger).
- 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 Granite XP with the GIS module, Hansen module and ESRI Arc license installed in the software. 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.

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 "A"

EXHIBIT "B" CONTRACTOR BID SHEET

(Three pages)

Pima County Procurement Department
 Solicitation Number 163052
CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES

**EXHIBIT "B" - CONTRACTOR BID SHEET**

BID OF: Hoffman Southwest Corp., DBA Professional Pipe Services
 3190 N. Freeway Industrial Loop
 Tucson, AZ 85705

(CONTRACTOR'S NAME AND ADDRESS)

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 "A" Scope of Work.

Item	Estimated Quantity	Unit	Description	Unit Price	Extended Price
1	2,100,000	LF	CCTV Inspection of 4" to 14" Sanitary Sewer Pipe, Complete	\$ 0.28	\$ 588,000.00
2	2,100,000	LF	Cleaning including root intrusion and/or any foreign inclusions of existing 4" to 14" Sanitary Sewer Pipe, Complete	\$ 0.39	\$ 819,000.00
3	4,000	LF	Siphon Cleaning existing of 4" to 14" Sanitary Sewer Pipe, Complete	\$ 0.85	\$ 3,400.00
4	2,000	LF	Laser Profiling of existing 4" to 14" Sanitary Sewer Pipe Complete	\$ 1.00	\$ 2,000.00
5	1,500	EA	Tap cutting of protruding taps into existing 4" to 14" Sanitary Sewer Pipe, Complete	\$ 25.00	\$ 37,500.00
6	250	EA	Lateral Launching into taps in existing 4" to 14" Sanitary Sewer Pipe, Complete	\$ 30.00	\$ 7,500.00
7	100,000	LF	CCTV Inspection of existing 15" to 28" Sanitary Sewer Pipe, Complete	\$ 0.40	\$ 40,000.00
8	20,000	LF	Cleaning including root intrusion and/or any foreign inclusions of existing 15" to 28" Sanitary Sewer Pipe,	\$ 1.10	\$ 22,000.00

EXHIBIT "B" - CONTRACTOR BID SHEET

Page 11 of 41

CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES



			Complete		
9	2,500	LF	Siphon Cleaning of existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 3.00	\$ 7,500.00
10	3,000	LF	Sonar Profiling of existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 2.50	\$ 7,500.00
11	3,000	LF	Laser Profiling of existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 1.00	\$ 3,000.00
12	50	EA	Tap cutting of protruding taps into existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 50.00	\$ 2,500.00
13	25	EA	Lateral Launching into taps in existing 15" to 29" Sanitary Sewer Pipe, Complete	\$ 50.00	\$ 1,250.00
14	25,000	LF	CCTV Inspection of existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 0.40	\$ 10,000.00
15	25,000	LF	Cleaning Including root intrusion and/or any foreign inclusions of existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 3.00	\$ 75,000.00
16	1,500	LF	Siphon Cleaning of existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 5.00	\$ 7,500.00
17	1,000	LF	Sonar Profiling of existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 2.50	\$ 2,500.00
18	1,000	LF	Laser Profiling of existing 30" and Larger Sanitary Sewer Pipe, Complete	\$ 1.00	\$ 1,000.00
19	5	EA	Tap cutting of protruding taps into an existing 30" and Larger Sanitary Sewer Pipe,	\$ 50.00	\$ 250.00

Pima County Procurement Department
Solicitation Number 103052
CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES



			Complete		
20	5	EA	Lateral Launching into laps in 30" and Larger Sanitary Sewer Pipe Complete	\$ 50.00	\$ 250.00
21	1	LS	Mobilization - 2 hour response to an Emergency location	\$ 75.00	\$ 75.00
22	200,000	EA	FORCE ACCOUNT - Traffic Control, Miscellaneous Invoices	\$1.00	\$ 200,000
			GRAND TOTAL		\$ 1,837,725.00

One million, eight hundred thirty-seven thousand, seven hundred twenty-five and 00/100 dollars
TOTAL BID PRICE (IN WORDS):

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Material Addendum may result in rejection of the bid.

Addendum #	By (Name of Bidder's Personnel)	Date	Addendum #	By (Name of Bidder's Personnel)	Date
1	Nick Lanoue	3-10-15			

BIDS MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR REPRESENTATIVE

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.

By submitting this bid, Bidder certifies that it possesses the appropriate license required by the Arizona Registrar of Contractors for the work herein.

Signature of Bidder: Nick Lanoue
Printed Name: Nick Lanoue Date: 3-10-15

End Of Exhibit "B"

Pima County Procurement Department
Solicitation Number 163052
CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES



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

Bond No. 106226887
Premium: \$16,838.00
Premium is based on final contract price.

KNOW ALL MEN BY THESE PRESENTS THAT:

Hoffman Southwest Corp., DBA Professional Pipe Services

(hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America
(hereinafter "Surety"), a corporation organized and existing under the laws of the State of CT with its
principal office in the City of Hartford, 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 \$1,837,725.00, 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 May 1st, 2015
for:

IFB 163052 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 26th day of March, 2015.

Hoffman Southwest Corp., DBA Professional Pipe Services
Principal

Travelers Casualty and Surety Company of America
Surety

By: Monte E. Yoder
Monte E. Yoder, VP of Finance

By: Margie Wager
Margie Wager, Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego

On MAR 26 2015 before me, Aireanna Mannerud Brown, Notary Public,
Insert Name of Notary exactly as it appears on the official seal

personally appeared Margie Wager

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 224302

Certificate No. 005979128

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Margie Wager

of the City of Escondido, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of July, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 10th day of July, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 _____.

MAR 26 2015

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Pima County Procurement Department
Solicitation Number 163052

CONVEYANCE SYSTEM CLOSED CIRCUIT TELEVISION INSPECTION SERVICES



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

Bond No. 106226887

Premium: Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS THAT:

Hoffman Southwest Corp., DBA Professional Pipe Services

(hereinafter "Principal"), as Principal, and Travelers Casualty and Surety Company of America

(hereinafter "Surety"), a corporation organized and existing under the laws of the State of CT, with its principal office in the City of Hartford, 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 \$1,837,725.00, 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, May 1st, 2015
for:

IFB 163052 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.

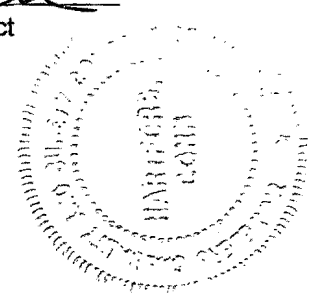
Witness our hands this 26th day of March, 2015.

Hoffman Southwest Corp., DBA Professional Pipe Services
Principal

By: Monte E. Yoder
Monte E. Yoder, VP of Finance

Travelers Casualty and Surety Company of America
Surety

By: Margie Wager
Margie Wager, Attorney in Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego

On MAR 26 2015 before me, Aireanna Mannerud Brown, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Margie Wager

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

TRAVELERS**POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 224302

Certificate No. 005979124

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Margie Wager

of the City of Escondido, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of July, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 10th day of July, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of MAR 26 2015, 20 _____

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



HOFFM68

OP ID: MAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/15

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 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: The Wooditch Company Insurance Services, Inc. 1 Park Plaza, Suite 400 Irvine, CA 92614 Dave Clark		Phone: 949-553-9800 Fax: 949-553-0670	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																					
INSURED: Hoffman Southwest Corp. dba Professional Pipe Services 23311 Madero Mission Viejo, CA 92691		<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>Landmark American Insurance Co</td><td>33138</td></tr><tr><td>INSURER B:</td><td>Liberty Mutual Fire Ins. Co.</td><td>23035</td></tr><tr><td>INSURER C:</td><td>Sentry Insurance</td><td>24988</td></tr><tr><td>INSURER D:</td><td>Endurance Risk Solutions</td><td>43630</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:	Landmark American Insurance Co	33138	INSURER B:	Liberty Mutual Fire Ins. Co.	23035	INSURER C:	Sentry Insurance	24988	INSURER D:	Endurance Risk Solutions	43630	INSURER E:			INSURER F:		
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INSURER D:	Endurance Risk Solutions	43630																							
INSURER E:																									
INSURER F:																									

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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"/> PROJECT <input type="checkbox"/> LOC		LHA137966	12/31/14	12/31/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AS2-Z61-065426-014	12/31/14	12/31/15	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXC10004357201	12/31/14	12/31/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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 <input type="checkbox"/> N/A	90-20147-02	12/31/14	12/31/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Solicitation #163052; Conveyance System Closed Circuit Television Inspection Services. Pima County is included as Additional Insured as respects General and Auto Liability per attached endorsements. This Insurance shall apply as Primary and Non-Contributory per attached endorsement. *SEE NOTES* glaip/auai

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER PIMA CON. Pima County Procurement Department 130 W. Congress St., 3rd Floor Mail Stop DT-AB3-126 Tucson, AZ 85701	CANCELLATION 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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NOTEPAD

INSURED'S NAME Hoffman Southwest Corp.

HOFFM68

OP ID: MAD

PAGE 2

DATE 03/30/15

Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement. Except 10 Days Notice of Cancellation for Non-Payment of Premium. * The General Aggregate Limits applies separately to each project away from the premises owned or rented by the Insured.

NOTEPAD:

HOLDER CODE PIMACON
INSURED'S NAME Hoffman Southwest Corp.

HOFFM68
OP ID: MAD

PAGE 3
DATE 03/30/15

Except 10 Days Notice of Cancellation for Non-Payment of Premium.

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – PRIMARY AND YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Name of Person or Organization:	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

- 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; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".
- B. If you are required by a written contract to provide primary insurance, this policy shall be primary and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 12/31/14
forms part of Policy Number LHA137966
issued to Hoffman Southwest Corporation
by Landmark American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT – AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in event to exceed either the scope of coverage or the limits of insurance provided in this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II of the Coverage Form.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Policy No: AS2-Z61-065426-014
Effective Date: 12/31/2014
Expiration Date: 12/31/2015
Sales Office:

Issued By: Liberty Mutual Fire Insurance Company

Endt Serial No: