

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HOFFMAN SOUTHWEST CORP. DBA PROFESSIONAL PIPE SERVICES**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Hoffman Southwest Corp. a California corporation authorized to do business in Arizona dba Professional Pipe Services ("Contractor"), collectively, the "Parties."

RECITALS

- A. On May 4, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Wastewater Colleciton System Cleaning, CCTV Inspection and Recording, and CIPP Point Repairs Contract, Contract No. 2015163 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was May 4, 2015, until the date the contract expires on June 30, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond June 30, 2020. The initial period of this Agreement, therefore, is the

period from the Effective Date of this Agreement until June 30, 2018. The City Manager or designee, however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on June 30, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred thousand dollars (\$300,000) annually or one million two hundred thousand dollars (\$1,200,000) for the entire term of the Agreement (initial term plus any renewals).

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

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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

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

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

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

Hoffman Southwest Corp. dba Professional Pipe Services
c/o Jason Walborn
23311 Madero
Mission Viejo, CA 92691

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

"City"

City of Glendale, an Arizona
municipal corporation

"Contractor"

Hoffman Southwest Corp. a California
corporation dba Professional Pipe Services

By: _____

Kevin R. Phelps
City Manager

By: _____

Name: Ken Bures

Title: Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HOFFMAN SOUTHWEST CORP. DBA PROFESSIONAL PIPE SERVICES**

EXHIBIT A

Wastewater Collection System Cleaning, CCTV Inspection and Recording, and CIPP Point Repairs
Contract No. 2015163



mesa·az

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA CONTRACT NO. 2015163

CITY OF MESA, an Arizona municipal corporation ("City")

Department Name	City of Mesa – Purchasing Department
USPS Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 E. Main St., Suite 400
	Mesa, AZ 85201
Attention	Kristy Garcia, CPPB
Telephone	(480) 644-5052
Facsimile	(480) 644-2655
Email	Kristy.Garcia@MesaAZ.gov

AND

Hoffman Southwest Corp. dba Professional Pipe Services, a California business entity ("Contractor")

Company Name	Hoffman Southwest Corp. dba Professional Pipe Services
USPS Address	23311 Madero
	Mission Viejo, CA 92691
Delivery Address	23311 Madero
	Mission Viejo, CA 92691
Attention	Jason Walborn
Telephone	(714) 476-9534
Facsimile	(602) 861-1423
Email	jwalborn@hswcorp.com

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement ("Agreement") pursuant to a solicitation is made and entered into this 4th day of May, 2015, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Hoffman Southwest Corp. dba Professional Pipe Services, a California corporation/company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued Solicitation Number 2015163 ("Solicitation") on January 26, 2015 for Wastewater Collection System Cleaning, CCTV Inspection and Recording, and CIPP Point Repairs, to which Contractor provided a response ("Response"); and
- B. The City selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/ materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

- 1. **Term.** This Agreement is for a term of three (3) years, beginning on July 1, 2015 and ending on June 30, 2018. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions agreed upon by the Parties in accordance with this Section 1.

1.1 **Renewal.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum extension period of two (2) one (1) year renewals. Any renewal will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

1.2 **Extension for Procurement Processes.** Upon the expiration of the initial Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

1.3 **Prices.** All pricing shall be firm for the term of three (3) years, except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.

- a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the

goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

- b. During the sixty (60) day period prior to each term anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
- c. No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

2. **Scope of Work.** During the Term of the Agreement, Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") and **Exhibit B** ("Technical Specifications"). Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A** and/or **Exhibit B**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A** and/or **Exhibit B**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

3. **Payment.**

- 3.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor an amount not to exceed **Five Hundred Ten Thousand Dollars (\$510,000)** annually, for the completion of all the work and services described in **Exhibit C** ("Pricing and Compensation") in consideration of Contractor's performance of the Scope of Work during the Term.

Contractor acknowledges the City may, at its option and where available: (i) use a MasterCard Procurement Card to place and make payment for orders under the Agreement; and (ii) use the Internet to communicate with Contractor and to place orders as permitted under this Agreement.

- 3.2 **Invoices.** Payment will be made to Contractor in the manner described in **Exhibit C** following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice must contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or deliver;

- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
- i. If applicable, mileage or travel costs; and
- j. Total amount due.

3.3 Payment of Funds. Payment will be made to Contractor by either: (i) Purchase Order when Contract Amount will be paid to Contractor as a one-time payment; (ii) Direct Order off of a Master Agreement when multiple payments totaling the Contract Amount will be made to Contractor; (iii) a MasterCard Procurement Card; or (iv) as otherwise stated in **Exhibit C**.

3.4 Availability of Funds.

- a. The City's payment of any funds to Contractor under the Agreement is contingent upon the availability of funds by the City for disbursement as described in the Mesa Standard Terms and Conditions S.21 that is attached to the Agreement as **Exhibit D**. The City is the sole judge and authority as to the availability of funds under the Agreement.
- b. If any action is taken by any state or federal agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations that in any way affect the Agreement, the City may amend, suspend, decrease, or terminate its obligations under the Agreement. The City will provide written notice of the effective date of any suspension, amendment, or termination based upon the availability of funds at least ten (10) days in advance; any payment to Contractor based on such suspension or termination will be paid in accordance with the Mesa Standard Terms and Conditions S.22 that is attached to the Agreement as **Exhibit D**.

3.5 Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

4. Cooperative Purchasing. The City participates in cooperative purchasing with other governmental entities as set forth in the Mesa Standard Terms and Conditions S.38 that is attached to the Agreement as **Exhibit D**. ***If Contractor does not wish to allow access to the Solicitation and the Agreement by other governmental entities for a cooperative purchase, Contractor must have stated so in its Response.*** In the absence of a statement to the contrary in the Response, the Parties agree that it is assumed that Contractor wishes to grant other governmental agencies access to the Solicitation and the Agreement for cooperative purchasing.

5. Requirements Contract. Contractor acknowledges and agrees that the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase

orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

6. **Insurance.** Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section from insurance companies authorized to do business in the State of Arizona; the insurance must cover all operations and services performed by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insureds, as evidenced by providing an additional insured endorsement.

- 6.1 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit the indemnity promise(s) contained in the Agreement.
- 6.2 City does not warrant that the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of the performance of the Scope of Work under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 6.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement including any warranty periods.
- 6.4 Prior to the execution of the Agreement, Contractor will provide City with a Certificate of Insurance (using an appropriate ACORD certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto that are required under the Agreement.
- 6.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder, Contractor agrees that no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.
- 6.8 Types and Amounts of Insurance. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona law. IF CONTRACTOR OPERATES WITH NO EMPLOYEES, CONTRACTOR MUST PROVIDE WRITTEN PROOF TO THE CITY HE/SHE HAS NO EMPLOYEES. IF EMPLOYEES ARE HIRED DURING THE COURSE OF THIS AGREEMENT, CONTRACTOR MUST PROCURE WORKER'S COMPENSATION IN ACCORDANCE WITH THE PROVISIONS OF ARIZONA LAW.
 - b. Commercial general liability in amounts not less than \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage with endorsements to include broad form contractual, and broad form property damage.
 - c. Automobile liability, bodily injury and property damage with a combined single limit of \$1 million including owned, hired and non-owned autos.
7. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the addresses listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions S.40 that is attached to the Agreement as Exhibit D.
8. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
9. **Mesa Standard Terms and Conditions.** Exhibit D to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
10. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

11. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
12. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
13. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
14. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

Hoffman Southwest Corp. dba Professional Pipe Services, a California (business entity)

Signature: _____

Title: Branch Manager

Printed Name: Ken Bures

City of Mesa, an Arizona municipal corporation

Signature: _____

Title: BUSINESS SERVICES DIRECTOR

Printed Name: Edward Quedens

Exhibit List

- A. Scope of Work
- B. Technical Specifications
- C. Pricing and Compensation
- D. Mesa Standard Terms & Conditions

EXHIBIT A SCOPE OF WORK

1. **BACKGROUND.** The City of Mesa's (City) Wastewater Collection System consists of approximately 1,650 miles of sanitary sewer lines, ranging in size from 6" to 78". Approximately 65% of these lines are over 20 years old and approximately 17% are over 50 years old. As part of the City's Wastewater Asset Management Program, approximately 100 miles of sewer lines are cleaned and inspected annually to assess the condition of these lines, locate defects, and identify segments that need to be rehabilitated or replaced.
2. **SCOPE OF WORK.** Contractor shall perform internal video inspections of sanitary waste water lines and document the findings. Additionally, the Contractor shall perform Cured In-Place Point (CIPP) Repairs to the sanitary waste water lines. This contract will require that all sewer segments be cleaned mechanically or by hydraulic jetting prior to any Closed Circuit Televising (CCTV) inspection and CCTV recording. The Contractor shall determine the current National Association Sewer Service Company (NASSCO) classification of each sewer segment inspected. See Technical Specifications for further information.

These inspections shall be performed while insuring no sanitary sewer overflows (SSOs) occur due to these inspections or related cleaning activities.

Tasks to be performed under this contract are summarized below:

- Review and compile all available data provided by the City.
- Plan and schedule all CCTV activities for each week.
- Perform field reconnaissance for location and access to appropriate manholes.
- Immediately report any urgent maintenance actions to the City.
- Coordinate urgent maintenance requirements with Wastewater Collections Division.
- Provide traffic control and coordinate all traffic control requirements with appropriate jurisdictions.
- Coordinate the schedule with City Wastewater Collections providing information as to when and where the Contractor will be in the sanitary sewer system.
- Perform the CCTV inspection, by a Certified ADEQ Wastewater Collections Grade 1, Pipeline Assessment and Certification Program (PACP) verified through NASSCO Certification, and provide the appropriate visual survey data (Pipe material, size, and condition).
- Submit NASSCO compliant reports of all CCTV inspections.
- Report any deficiencies or defects found in the sanitary sewer system.
- Perform CIPP Point Repairs of defects identified in the wastewater collection system.
- Perform all required quality control.

3. **MINIMUM QUALIFICATIONS.** The Contractor shall have all their operators certified with a minimum ADEQ Wastewater Collections Grade 1 and PACP verified through NASSCO.

The Contractor's project manager assigned to the City shall hold a current ADEQ Wastewater Collections Grade 4, PACP verified through NASSCO Certification and shall have been employed by the company for a minimum of 3 years.

The services to be provided under this contract do not require that the Contractor hold an Arizona Contractors License, however, the contracting firm must be registered to do business in the State of Arizona. In addition, the Contractor shall be certified by the manufacturer of the proposed sectional liner system for the installation of their product and shall have a minimum of five (5) years of experience installing same.

EXHIBIT B
TECHNICAL SPECIFICATIONS

GENERAL

1. PERMITS:

- A. The Contractor shall obtain all required permits, from the City, County or other governmental agencies having jurisdiction. City permits shall be "NO CHARGE". The Contractor shall pay permit fees as stipulated by other agencies. When necessary, the City will obtain a "Right of Entry" to perform the duties required by the Contract. A copy of the "Right of Entry" documents shall be submitted to the Contractor.
- B. For proposal purposes, an allowance for all permit fees is included on the proposal pricing and compensation page under "allowance for permit fees". The Contractor shall be paid for the actual cost of the permit fees upon submitting a receipt showing the fee he has paid. Excluded from the above allowance are items such as all costs incurred by the Contractor in securing the permit except for the actual permit fee established by the agency, cost for all shut downs or outages, cost for pole bracing, cost for permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs.

2. CITY FURNISHED INFORMATION:

- A. The City will furnish the Contractor, at no cost, a set of quarter section maps clearly indicating the location of and size of the waste water line to be cleaned and inspected and the locations of the cured-in-place point repairs.

3. DELIVERABLES:

- A. The Contractor shall provide a schedule on Friday of each week identifying the location and extent of work to be completed during the following week.
- B. The Contractor shall provide a marked up copy of a Quarter Section Map indicating the lines that were cleaned and/or inspected, type and location of debris found, and any problem locations (e.g. pipe sags, blockages, etc.). These maps shall be submitted weekly with the video recordings specified herein in Section – Closed Circuit Television (CCTV) Inspection.
- C. The Contractor shall submit Weekly Work Reports indicating the total length of lines cleaned and/or inspected, by size and location.
- D. The contractor shall submit a Monthly Progress Report that summarizes the total linear feet of pipe cleaned and inspected during that month and the accumulative total footage of pipe cleaned and inspected since the beginning of this Contract. The total length of pipe cleaned and inspected shall be shown separately.

4. PAYMENTS:

- A. Payment for the items in the proposal will be made at the unit price bid in the proposal. No additional payment will be made for work or materials related to any item in the proposal unless specifically called for.
- B. Payment shall not be made for items of work described in the specifications that are not included as separate bid items in the proposal. These items of work shall be incidental to related proposal items and the cost for these items of work shall be included in the applicable unit price offered. No additional payment shall be made to the Contractor for these items of work.

5. THE CLEAN AIR ACT:

- A. The Contractor shall comply with the Clean Air Act, as amended (42 USC 1857) and Executive Order 11288; and the Federal Water Pollution Control Act, as amended (33 USC 1251); and all applicable standards, orders and regulations issued pursuant thereto. The City agrees to report all violations thereof to the Environmental Protection Agency and specifically to comply with the following:
 - 1. For the purpose of this paragraph, the term "facility" means any building, installation, structure, location or site or operations, owned, leased, or supervised by the City or its contractors and latter's subcontractors (4) for the construction, supply and service contracts entered into by the City for the purpose of accomplishing this project.
 - 2. The City and Contractor agrees to comply with the Clean Air Act and the Federal Water Pollution Control Act during the accomplishment of this project and specifically agree to the following:
 - a) That any facility to be utilized in the accomplishment of this project is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.2;
 - b) That in the event a facility utilized in the accomplishment of this project becomes listed on the EPA List, the Government may, inter alia, cancel, terminate for default, or suspend for such failure, in whole or in part, the agreement;
 - c) That it will comply with all other requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, as amended, relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively and all regulations and guidelines issued thereunder;
 - d) That it will promptly notify the Government of the receipts of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this project is under consideration for listing on the EPA List of Violating Facilities;

e) That it will insert in any of its contracts and require insertion in subcontracts entered into for the purpose of accomplishing this project, unless otherwise exempted pursuant to the EPA regulations implementing the Clean Air Act and the Federal Water Pollution Control Act (40 CFR, Part 15.5e) provisions which shall include the criteria and requirements set forth in this paragraph, including this Subparagraph (5).

3. All pertinent rules and regulations issued under and pursuant to the National Environmental Policy Act of 1969 as amended (P.L. 90-190) (42 USC 4321); the National Historic Preservation Act of 1966 (80 Stat. 16 USC 470); the Wild and Scenic Rivers Act P.O. 90-542 as amended, and Executive Order No. 11593 of May 31, 1971.

6. POST AWARD CONFERENCE:

A. A post award meeting for this project will be held either on the morning of the first or the third Wednesday of the month, depending on award date. Contractor will be notified by the City as to exact date, time and location. Contractor shall plan his schedule accordingly. The Contractor, together with representatives of his major subcontractors, shall attend. The purpose of this conference is to discuss the Project in detail, including scheduling of work, and to answer any questions that may arise. Unless followed up in writing, verbal authorizations or acknowledgment by anyone present shall not be binding.

7. CITIZEN COMPLAINT RESOLUTION:

A. The Contractor shall respond to all customer/citizen calls or complaints resulting directly or indirectly from this project within two (2) hours of receipt and shall resolve any issues within 48 hours. The Contractor shall keep the Water Resources Department aware of all such calls and complaints within 24 hours of receipt and their resolution. The requirements of this section shall be at no additional cost to the City.

8. CONSTRUCTION WATER:

A. No item for construction water will be listed in the Pricing and Compensation page. The Contractor shall estimate the quantity of water to be used and include the cost in the appropriate bid item. If the Contractor uses water from the City's water system for construction water, the contractor shall obtain a fire hydrant meter from the Building Safety Division and all construction water shall be obtained through the hydrant meter. Contractor shall pay all fees related to the hydrant meter and all water bills for construction water.

9. SAFETY STANDARDS:

A. These Documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

1. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

2. Part 1910 and Part 1926 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
 3. Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.
- B. The Contractor is responsible for safety of the job site for employees of contractors as well as for members of the general public who may drive or walk through or be in the vicinity of the job site. The Contractor is advised that the City has established a written policy for Contract Construction Safety. The latest revision of this policy, dated September 29, 1999, is herewith incorporated by reference and made a part hereof. Copies of the policy will be provided to the Contractor during the post-award meeting.
- C. The above shall not relieve the Contractor of his responsibility to maintain traffic, structures, etc., as noted on the plans, specifications, and Special Provisions. The Contractor is responsible to provide all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the plans, specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by the Contractor's excavation, shoring, bracing, or underpinning shall be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support shall be included in the appropriate bid items listed in the Pricing and Compensation page, and no additional payment shall be made for this work.
- D. The Contractor shall provide a "competent person" as required by O.S.H.A. regulations. The "competent person" shall be identified at the post-award meeting with the engineer advised in writing of any changes.
- E. Nothing in this Special Provision shall be construed as replacing or superseding OSHA Regulations, Arizona State Law, the City's established policy for Contract Construction Safety, or other applicable regulations. The Contractor shall maintain and have sole responsibility for safety of the job site.

10. **TRAFFIC CONTROL AND BARRICADES:**

- A. General: It shall be the responsibility of the Contractor to comply with the City Traffic Barricade Manual (latest revision) and, where noted, the Manual on Uniform Traffic Control Devices (MUTCD) (latest revision).

All signs, cones, and other traffic control devices and all equipment necessary for the control of traffic shall be furnished by the Contractor in accordance with the City Traffic Barricade Manual and, where noted, the MUTCD. All traffic control devices must be compliant with the National Cooperative Highway Research Program (NCHRP) Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features."

- B. Temporary Traffic Control (TTC) Permit: The Contractor shall obtain a Temporary Traffic Control (TTC) Permit from the City Transportation Department prior to restricting or closing any street, sidewalk, pedestrian pathway or alley within the City. Individual approval is needed for each unique traffic control configuration. This can

be done with multiple Traffic Control Permits or with one permit under which multiple configurations are defined and approved. There is no fee for Temporary Traffic Control permits for this project.

The Contractor shall submit a traffic control plan for review for all projects allowed to have traffic restrictions, showing placement of all traffic control devices during all phases of construction, including all conflicting signs to be covered/removed or relocated, or other features that may conflict with the placement of temporary signage. This plan shall be professionally drawn and shall be submitted to the City (through the standard shop drawing submittal process) no later than fourteen (14) calendar days prior to the notice to proceed and fourteen (14) calendar days prior to any proposed changes thereto.

- C. Designated Person: The Contractor shall employ a "designated" person who will be responsible for ensuring that all barricades, signs, barricade lights, signals, and other traffic control devices are established and maintained in strict compliance with the City Traffic Barricade Manual, the contract requirements and, where noted, the MUTCD. This designated person shall have completed training and be certified in temporary traffic control by the American Traffic Safety Services Association (ATSSA) or the International Municipal Signal Association (IMSA). Proof of certification shall be submitted prior to receiving notice to proceed (NTP) and must be available at the work site.

The designated person shall:

1. Inspect all barricading and traffic control devices on a regular, recurring basis and submit a daily (including weekends and holidays) report, in writing, to the City Inspector of such inspections the next workday;
 2. Ensure that existing City-owned traffic signals do not conflict with barricades and signs or give misleading signals to pedestrians and motorists. He/she shall immediately bring conflicting conditions to the attention of the City Inspector. The City Inspector will coordinate with the City's Intelligent Transportation Systems (ITS) Group (480-644-2160) for any required changes to traffic signal sequencing, timing, or outages;
 3. Ensure that flagmen, when employed, are trained in accordance with O.S.H.A. regulations (29 CFR 1926.201 Signaling); and have completed training and are certified by a program that meets the training and certification standards of the National Safety Council highway flagger training program, the ATSSA flagger program or an equivalent program that meets the same objectives, such as IMSA certification. Proof of certification shall be submitted prior to the flagmen beginning work and must be available at the work site; and,
 4. Immediately respond to all call-outs by the City Inspector, the stand-by City Inspector, or Base Operations; cooperate with Police or Fire Department Investigators; and, on his/her own responsibility, re-establish barricades and traffic control devices, as necessary, at no additional cost to the City.
- D. Traffic Signals: The cost for any damage to traffic signal equipment (loop detectors, pull boxes, conduit, etc.) is the Contractor's responsibility. All repair work will be done by the Contractor at his own expense to the satisfaction of the City Traffic Signal Group. Copy of standards may be obtained from the City Transportation Department Website at www.mesaaz.gov/transportation.

E. Advance Public Notice: Unless an alternative is approved in the TTC permit, advance notice to the public via Portable Changeable Message Signs (PCMS) shall be required for the following situations with the indicated minimum duration of advance notice shown:

1. Full street closure – Minimum of seven (7) full calendar days advance notice
2. Peak hour reduction in through lanes on arterial and/or collector streets – Minimum of seven (7) full calendar days advance notice
3. Left-turn prohibitions at signalized intersections of arterial and/or collector streets – Minimum of three (3) full weekdays advance notice

Advance notice via PCMS may be required in other situations as determined solely by the City.

The Portable Changeable Message Signs shall be placed at both ends of the project and at adjoining arterial and collector roadways. Unless otherwise determined by the City, the Portable Changeable Message Signs shall be removed 48 hours after the indicated traffic restrictions have commenced.

Use of static signs for advance notice may be feasible in limited situations. Use of static signs must be approved in advance in the TTC permit.

F. Restrictions and Closures - General: Any equipment and material not actively being used to prosecute the work shall not be stored in the right-of-way unless otherwise approved by the City Inspector. Roadway and sidewalk restrictions and closures are limited to construction activities and are not permitted for the purpose of staging or storing equipment or debris.

Restrictions and closures are permitted only when necessary considering impact to the traveling public, safety and efficiency. Restrictions shall not be in place when work activities are not being performed. Restrictions shall not be left in place simply for convenience or to avoid the need to remove barricades at the end of the work shift and reset them the following day. Restrictions shall not be left in place solely to accommodate storage of equipment, supplies, debris, etc. Excavations shall be covered with steel plates or backfilled and the lanes opened to traffic at the end of the work day unless it is not feasible to do so, as determined solely by the City.

No flagging of traffic will be permitted on arterial or mid-section collector streets unless approved by the TTC Permit and the City Inspector.

Unless otherwise determined by the City, traffic lane restrictions for this project shall comply with the following restrictions:

1. Traffic restrictions are not permitted on arterials, collector or other major streets during the peak traffic hours of 6:30 AM to 8:30 AM and 4 PM to 6 PM weekdays.
2. During off-peak hours, the following number of through lanes must be kept open to traffic:
 - If more than four traffic lanes exist – Four lanes (two lanes in each direction) shall remain open to traffic

- If four or fewer lanes exist – Two lanes (one lane each direction) shall remain open to traffic
- On one-way streets – Two lanes shall remain open to traffic

Where approved by the City, the Contractor shall provide the City Inspector a written request and schedule indicating days, times and specific locations where left turns will be prohibited at signalized intersections. When left turns are prohibited at signalized intersections with protected left-turn signals, the Contractor will notify the City Inspector at least seven (7) calendar days in advance. The City Inspector will notify the ITS Group (480-644-2160) to make arrangements for arrow indications to be turned off during the prohibited times.

The restrictions discussed in this section shall be used only for the active prosecution of the work. Restrictions shall not be in place unless necessary to prosecute the work.

G. Coordination: The Contractor shall coordinate and schedule work with other Contractors in the vicinity to avoid conflicts, ensure compatibility of traffic controls, avoid duplication of signing, and minimize disruption.

H. Local Access Requirements: The Contractor shall maintain local access to all properties on all side streets, access roads, driveways, alleys, and parking lots at all times unless otherwise approved by the City Inspector, and shall notify the residents a minimum of 24 hours in advance of any restrictions which will affect their access. When local access cannot be maintained, the Contractor shall provide satisfactory justification to the City Inspector. It is the responsibility of the Contractor to notify the affected property owner, resident or tenant a minimum of 72 hours in advance when local access cannot be maintained. The reasons for the restricted access shall be explained to the affected person(s). Alternative access procedures shall also be explained. The Contractor shall restore full access as soon as possible or as determined by the City Inspector. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

Local access shall be maintained at all times on frontage roads. Frontage roads shall not be used for through traffic, equipment parking, material storage, or spoil stockpile area. Frontage roads shall follow the same notification requirements as described above.

I. Business Access Requirements: Access shall be maintained to adjacent businesses at all times in a manner acceptable to the City Inspector. Any business access restrictions shall be coordinated with the affected business in writing at least 48-hours prior but no earlier than one (1) week prior to imposing restrictions unless otherwise approved by the City Inspector.

J. Fire, Police, Hospital, Parks and Church Access Requirements: Access to fire stations, police stations, hospitals, city parks and churches shall be maintained at all times unless otherwise approved by the City Inspector. When access restrictions are necessary, the Contractor shall notify and coordinate such access restrictions with the responsible person in charge of the affected facility, at least seven (7) days prior to any restrictions for fire stations, police stations, hospitals, churches, and city parks

and shall restore access as soon as possible or as directed by the City Inspector. The Contractor shall maintain the emergency entrance to all hospitals by way of a paved lane for emergency vehicles at all times for the duration of the project. The contact information for these is as follows:

- Fire station access: Mesa Fire Department (480-644-3388 or 480-644-2405)
- Police station access: Mesa Police Department (480-644-2211 or 480-644-4054)
- Hospital access: Hospital Administrators
- City parks access: Mesa Parks Supervisors (East of Gilbert Road call 480-644-3238; West of Gilbert Road call 480-644-3097)
- Church access: Church clergy

K. Pedestrian Access Regulations - General: The Contractor shall ensure that all sidewalks on this project remain open and safely usable at all times, or shall provide alternative pedestrian access to the satisfaction of the City Inspector. The Contractor shall also ensure that all temporary pedestrian access is in compliance with the City of Mesa Traffic Barricade Manual, the ADA (Americans with Disabilities Act) requirements, and where noted, the MUTCD. Where pedestrian routes need to be temporarily relocated, as defined in the plans and these specifications, the relocated routes shall be maintained on the same side of the street as the original route, unless otherwise noted herein. If a traffic lane is used for a temporary pedestrian route, pedestrians shall be separated from traffic with temporary barrier.

L. Temporary Barrier: Any temporary barrier application must be designed and sealed by a professional engineer. Barrier design shall be in accordance with the American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide.

M. Transit Stop Requirements: The Contractor shall maintain all existing transit stop locations on this project, or provide alternate bus stop locations as required by the City Inspector. The Contractor shall notify the City of Mesa Transit Coordinator (480-644-4131) through the City Inspector, at least seven (7) days prior to any bus stop relocations or access restrictions.

N. School Zone Requirements: The Contractor shall provide safe school zones, crosswalks and walks and walkways for students attending nearby schools during all hours of school use unless otherwise approved by the City Inspector. If an existing school bus route is impacted by the project, the Contractor shall notify the school Principal and the school Transportation Director at least seven (7) calendar days prior to the work. The Contractor shall restore unrestricted access as soon as possible or as directed by the City Inspector.

O. Special Event Requirements: When special events are scheduled to take place within or adjacent to the project during the performance of work, the Contractor shall coordinate and schedule his work to mitigate any impact to the event at no additional cost to the City.

P. Solid Waste Collection Requirements: The Contractor shall ensure sanitation pick-up is not affected by relocating trash containers, or by providing alternate measures acceptable to the Solid Waste Management Department (480-644-2221).

- Q. Payment: Except as otherwise noted within this section, barricades, traffic control devices, salaries, and other work or materials required by this section are non-pay items. Per MAG Section 101, a non-pay item is an item of work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the bid schedule.

SEWER LINE CLEANING

1. INTENT:

- A. The intent of sewer line cleaning is to remove foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity. Since the success of other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation is emphasized. It is recognized that some conditions, such as broken pipe and major blockages, that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific manhole sections. If, in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor will not be held responsible.

2. CLEANING:

- A. The Contractor shall supply all materials, labor, and supervision necessary to clean the collection system. The Contractor shall supply equipment for sewer cleaning capable of removing sewer solids, sludge, roots, grease, grit, rocks, dirt, rags, 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.
- B. Cleaning methods that may be used include, but are not limited to, high velocity hydraulic cleaners and power rodders. Other methods recommended by the Contractor must be approved by the City. The Contractor shall protect the integrity of the collection system and all manholes from damage during the cleaning operations.

3. CLEANING EQUIPMENT:

- A. High Velocity Jet (Hydro-cleaning) Equipment: All hydro-cleaning vehicles shall be constructed for ease and safety of operation. The equipment used shall be the product of a manufacturer actively engaged in the research, development, and manufacturing of said equipment. The equipment shall have a minimum 500 feet of 1" hose. The equipment shall have a minimum of 2000 psi to be maintained when using hydro for cleaning. The maximum speed of travel shall not exceed 45 feet per minute. The equipment shall have a selection of two or more high velocity nozzles, capable of producing a scouring action from 15 degrees to 45 degrees in all size lines designated to be cleaned.

Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The equipment shall be capable of producing flows from a fine spray to solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

- B. **Mechanical Cleaning Equipment:** The equipment used shall be the product of a manufacturer actively engaged in the research; development; and manufacturing of said equipment. Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either sectional or continuous type. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve.

4. EQUIPMENT SELECTION:

- A. The designated sewer manhole sections shall be cleaned using high velocity jet or mechanically powered equipment. Selection of the equipment used shall be based on the condition of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the City's representative. The equipment shall be capable of removing dirt, grease, rocks, sand, roots, and other materials from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be rest on the other manhole and the cleaning again attempted. If, again, successful cleaning cannot be performed, or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned.

5. CLEANING PRECAUTIONS:

- A. Because of the age and possible condition of the sewer lines, the **Contractor** shall exercise extreme caution when cleaning the sewers. Satisfactory precautions shall be taken to protect the sewer lines and manholes from damage that might be inflicted by the improper use of cleaning equipment. Any damage resulting from the cleaning operation shall be repaired by the Contractor, at no additional cost to the City.
- B. Whenever any tools that restrict flow of water in the sewer is used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding of public or private property being served by the manhole section involved. **The Contractor shall be responsible for any structural flooding damage or sanitary sewer overflows (SSO's) that occur due to cleaning operations.**

6. ROOT REMOVAL:

- A. Roots shall be removed in designated sections where root intrusion is a problem. Special attention shall be used during the cleaning operation to assure almost complete removal of roots from joints. Procedures may include the use of mechanical equipment, such as rodding machines, bucket machines, and winches using root cutters and "porcupines", and equipment such as high velocity jet cleaners with hydraulic root cutters. It is anticipated that root removal will be required in 2% or less of the total pipe cleaned.

7. DEBRIS REMOVAL:

- A. 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.

8. DEBRIS DISPOSAL:

- A. The Contractor shall coordinate the location of disposal of liquid material (decant) with the City. 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 at either the City's Northeast Water Reclamation Plant, 960 N. Riverview Dr., Mesa, Solid Waste Facility, 2412 N. Center St., Mesa, or Southeast Water Reclamation Plant, 6308 E. Baseline Rd., Mesa. The Contractor shall be responsible for the transport and disposal of the material removed during cleaning at no additional cost to the City.

9. QUALITY CONTROL:

- A. If, during the CCTV inspection, the sewers and manholes are not, in the opinion of the City, adequately cleaned, the CCTV inspection shall stop and the areas in question shall be re-cleaned by the Contractor at no additional cost to the City.

CLOSED CIRCUIT (CCTV) TELEVISION INSPECTION

1. CCTV REQUIREMENTS:

- A. At a minimum, the CCTV equipment shall consist of a pan and tilt color camera capable of illumination and recording features. The CCTV Camera shall be capable of panning the lens through a 360-degree arc about the vertical axis and tilting at least 90-degrees to the longitudinal axis. The data collected shall be PC based, using Granite XP software, capable of recording the CCTV logs. The camera shall be either transported by tractor or tagging and maintain centering of the camera in the pipe centerline.
- B. The television camera used for inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. Under ideal conditions (i.e. no fog in the sewer) the camera lighting shall allow a clear picture up to five pipe diameter lengths away for the entire periphery of the sewer. The lighting shall be adjustable to provide uniform light free from shadows or hot spots. The camera shall be able to operate in 100% humidity conditions. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.

- C. The inspection may start from either the upstream or downstream end of the sewer. The direction of flow shall be clearly marked on the video and the Inspection Logs. The inspection shall show the starting manhole, the entrance to the sewer from the starting manhole, and continue along the reach to the center of the ending manhole. At each feature, defect, or change in pipe condition, the Contractor shall pause the forward progress of the inspection to pan and tilt the camera to view the defect and the complete sewer circumference at that location. Additionally, the camera shall be stopped and the complete circumference of the pipe inspected at several locations along each reach of pipe inspected. The inspection shall also be stopped or backed up to view and analyze conditions that appear unusual or uncommon to a sewer in sound condition.
- D. The camera shall be moved through at a uniform rate, not to exceed 30 feet per minute. The camera shall be stopped, or backed up, to perform detailed inspections if all side sewers and significant features. The lens and lighting shall be readjusted to clearly light the feature. Progress shall not resume until the camera is returned to the forward position, providing full view of the sewer reach.
- E. The Contractor shall provide equipment to measure the length of each segment. The Contractor shall measure the camera progress and length of each reach. The length counter shall be zeroed at the beginning of each inspection and at any intermediate manhole. The length counter shall start at the last point inspected when an inspection is resumed at an intermediate point. The counter shall start to register immediately when camera progress starts. The device shall be observable at ground level. Markings on the cable, instruments requiring observation from inside the manhole, or correction of the length for the depth of the manhole are not acceptable.
- ~~F. The CCTV images shall include an initial data display that identifies the sewer reach and provides information on the inspection being performed. The size and position of the data shall not interfere with the main subject of monitor picture. At the beginning of each reach, the display shall identify the date of survey, sewer name, upstream and downstream manhole numbers, direction of survey (upstream or downstream), time survey is started, and pipe material and size. During the inspection, the display shall be automatically updated to show the survey location in the sewer line in feet from adjusted zero, the upstream to downstream manhole numbers, and date of survey.~~
- G. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete noted as Survey Abandoned and no additional inspection will be required.
- H. If during CCTV inspection of a line segment the camera gets "stuck" inside the pipe and can't be pulled, the Contractor shall notify the City immediately. The Contractor will be required to remove its camera/equipment and will be responsible for all costs associated with retrieving its camera/equipment including excavation, trench safety, bedding, backfill, base, pavement, pipe replacement or repair in accordance with City Standard Specifications.

- I. 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.
- J. When requested by the City, the Contractor will be required to use sonar and laser inspection equipment to assess the condition of the collection system.

2. DELIVERABLES

A. INSPECTION LOGS:

Inspection Logs shall be used to record the information and to note the progress of the inspections. The Log forms shall include the Contractor's name; name of the operator; date and time of survey; sewer title, location; direction of survey; manhole numbers; sewer size, shape, and material; and length of sewer segment. Points of significance, such as the location of service connections, unusual conditions, roots, storm sewer connections, cracks, fractures, broken pipe, the presence of scale and corrosion, and other discernible features, shall be identified using PACP defect codes and located to the nearest 1/10 of a foot from the manhole wall, in relation to an adjacent manhole. A separate form shall be started for each reach of sewer inspected. Where a reach is inspected from both ends (due to an obstruction, or because the distance is too great for a single run) separate forms shall be used and the direction of the survey noted. Where the inspection of reach cannot be completed, the form shall include the reason for abandonment. The Contractor shall provide both an electronic copy, on DVD, and hard copy of the Inspection Logs to the City weekly. The Contractor shall submit a sample of the Inspection Log to the City for approval prior to the first inspection.

B. VIDEO RECORDING:

Once a reach has been inspected, the information shall be written to a DVD including an audio interpretation of the inspection. Each DVD shall include a typed index label attached to the face of the DVD and storage case. The labels shall include the name of the sewer inspected, date of survey, contractor's name, and reaches included (from Manhole # to Manhole #). The Contractor shall submit a sample DVD with audio interpretations prior to the first inspection to establish picture and sound quality that is acceptable to the City.

C. PHOTOGRAPHS:

During CCTV inspections, still digital color photographs shall be taken of major defects and to document typical conditions within every reach. The photographs shall be produced digitally, directly from the camera feed and shall show the date of the inspection. The photographs shall be indexed and accessible directly from the Inspection Logs. Photograph prints shall be annotated to clearly identify the sewer name, reach, survey direction, footage, and date taken. The annotation shall be clearly visible and in contrast to the background. Text shall have a font size no greater than 1/4 inch and shall be type-printed. The annotation shall be positioned on the front of the photograph so as not to interfere with the subject. Photographs shall be submitted on a CD in JPEG format along with the Inspection Logs.

CURED-IN-PLACE POINT REPAIRS

1. INTENT

- A. The intent of a Cured-In-Place Point Repair is to repair an existing pipeline without excavation by the installation of a resin-impregnated flexible felt tube or fiberglass composite laminate sectional liner using an inflatable element and air pressure. Curing shall be accomplished by ambient curing or UV light, to cure the resin

2. GENERAL

- A. A cured-in-place sectional liner installed in a limited portion of a partially deteriorated or damaged existing underground, non-pressurized pipe designed to support hydraulic, soil, and live loads, tightly fitted and cured in the shape of the host pipe and bonded to the original pipeline. The tube or laminate shall wrap the host pipeline inner circumference 100%.
- B. The sectional liner shall be installed by wrapping the resin-impregnated liner around an inflatable, self-propelled packer. After insertion, the liner shall be inflated using air pressure, then cured by ambient temperature or UV light to make the liner into a hard, impermeable pipe. The repair shall extend a minimum of one foot past either end of the defect.
- C. When cured, the sectional liner shall bond and produce a water-tight seal against the original host pipe. The resin may be either a polyester, vinyl-resin, or epoxy. The adhesive agent shall be an epoxy or epoxy paste applied to the outside of the sectional liner.
- D. When cured, the sectional liner shall taper flat at the ends and produce the thinnest wall possible to mitigate flow constriction, and be capable of supporting overlapping liners for future pipeline rehabilitation.
- E. Prior to installing the sectional liner, the Contractor shall submit a detailed operational plan for the inspection and proposed cleaning for the City's approval. After inspection and cleaning, the Contractor shall proceed with the sectional repair.

3. QUALIFICATIONS

- A. Experience is considered to be a critical qualifying requirement for this technology. Only Contractor's that have possessed a license from the Manufacturer to install the proposed sectional liner manufacturer for a minimum of five (5) years will qualify to perform the services described herein.

4. CORROSION REQUIREMENTS

- A. The finished sectional liner shall be fabricated from materials that, when cured, will be chemically resistant to withstand internal exposure to domestic waste and shall meet the chemical resistance requirements presented in ASTM D-543.

- B. The sectional liner product shall be compatible with the host pipe material and other lining system materials utilized in pipeline rehabilitation.

5. MATERIALS

- A. The sectional liner material shall be fabricated from either a non-woven felt or fiberglass laminate, or combination thereof. The sectional liner manufacturer shall provide either technical procedures or information to control or mitigate shrinkage and wrinkling during installation and curing.
- B. The sectional liner material shall be fabricated or cut to neatly fit the internal circumference of the host pipe. When cutting the material to fit, the laminate shall overlap a minimum of 2-inches and cure monolithically per the manufacturer's recommendations.
- C. The sectional liner shall use either polyester resin, vinyl ester resin, or epoxy resin. The watertight seal shall either be an adhesive epoxy compound or mechanical seal.
- D. The material shall be factory impregnated with resin (wet-out) by the material manufacturer and the wet-out material shall be packed suitable for transport to the field for installation. The resin shall be in a state to resist wash off during transport/installation and shall be capable of being installed in wet and/or live flow conditions.

6. PREPARATION

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- A. The Contractor shall perform all work in accordance with applicable Safety Standards presented herein under General, 9. Safety Standards.
 - B. The Contractor shall remove any internal debris from the pipeline that may adversely affect the installation or curing of the sectional liner in accordance with the requirements presented herein under SEWER LINE CLEANING.
 - C. The interior of the pipeline shall be carefully inspected, in accordance with the requirements presented herein under CLOSED CIRCUIT (CCTV) TELEVISION INSPECTION, to determine the location of any conditions that may prevent the proper installation of the sectional liner. Color video and inspection logs shall be maintained for all inspections and shall be furnished to the City upon request. If an obstruction is encountered that will prevent the installation of the sectional liner and cannot be removed by conventional sewer cleaning equipment, the Contractor shall notify the City prior to commencing any work.
 - D. The Contractor shall provide a by-pass system around the section or segment of pipeline where the sectional liner is to be installed. The by-pass can be made by plugging the line at an existing upstream manhole and either removing accumulated wastewater utilizing a Vactor truck, or by pumping the flow into a downstream manhole or adjacent sewer, depending on the duration of the installation and flow rate. The proposed by-pass system shall be submitted to the City for approval prior to commencing the work at each location.

7. INSTALLATION

- A. The resin impregnated liner shall be folded/wrapped per the manufacturer's instructions, and loaded onto a pressure apparatus for transport and installation.
 - B. The pressure apparatus, either attached to a robotic device or pulled by a winch, shall be positioned at the location of the defect with a television camera. The pressure apparatus shall include a bladder that will inflate in the sewer, utilizing air supplied by an air hose, effectively seating the sectional liner against the host pipe.
 - C. The air pressure shall be adjusted per the manufacturer's requirements, to hold the liner against the sewer pipe wall. Care should be taken during the installation to not over-stress the sectional liner material. The required pressure shall be maintained for the duration of the curing process.
 - D. The sectional liner shall be cured in place in accordance with the manufacturer's recommendations, using either UV light, steam, ambient temperature. The curing method shall be compatible with the type of resin provided. The initial cure shall be deemed to be completed when the sectional liner has been exposed to the UV light, heat source, or held in place for the time period specified by the manufacturer.
 - E. If heat cured, the Contractor shall cool the hardened sectional liner before relieving the pressure in the pressure apparatus. Care shall be taken to maintain the proper pressure throughout the curing and cool-down period.
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- F. Any service laterals connections covered by the sectional liner repair shall be opened using a hydraulic powered, robotic cutting device specifically designed for cutting cured-in-place pipe.
 - G. Upon completion of the sectional liner installation, a second CCTV inspection shall be performed to verify the proper cure of the material, the proper opening of service laterals, and the integrity of the sectional liner repair. The finished sectional liner shall be free of dry spots, lifts, and delamination. The repair shall not inhibit the CCTV inspection of the liner after installation. Frayed ends of the liner shall be removed prior to final acceptance.

8. COMPLETION

- A. The Contractor shall maintain a written log of all activities, in accordance with the manufacturer's recommendations, that shall include time of insertion, bladder pressure requirements, required cure time, actual cure time, and cool down duration, if required.
- B. After the work is completed, the Contractor will provide the City with digital or video imagery, showing the completed work, including the restored conditions.
- C. After all work has been completed at each repair location, the Contractor shall clean up the project area and remove any excess material and debris.

- D. The finished pipe should be continuous over the length of the repair and be free from significant defects.

9. PHYSICAL PROPERTIES

- A. The structural performance of the finished pipe shall be adequate to accommodate all anticipated loads throughout a 50-year design life. No cured-in-place pipe rehabilitation technology will be allowed that requires bonding to the existing pipe for any part of its structural strength.
- B. The sectional liner shall conform to the following minimum structural standards in order to ensure the thinnest wall possible to allow for future rehabilitation of the remaining pipeline and to enable adequate mitigation of shrinkage:

Flexural Modulus of Elasticity tested per ASTM D-790	725,000 psi
Flexural Strength at Break (fiber stress) tested per ASTM D-790	6,500 psi
Tensile Strength at Break tested per ASTM D-638	9,000 psi

10. WARRANTY

- A. The Contractor shall warranty the liner installation for a period of one year following final acceptance. During the warranty period, any defects that will affect the integrity of the installed pipe shall be repaired at the Contractor's expense, in a manner mutually agreeable to the Manufacturer, City and Contractor.

11. SUBMITTALS

- A. Method, procedure, or other information for providing either an adhesive, water-tight seal or mechanical seal between the cured sectional liner and host pipe.
- B. Technical procedure or information regarding the control and mitigation of shrinkage and wrinkling during installation and curing.
- C. Current certification from the liner manufacturer for the installation of the proposed sectional liner system. Certification shall indicate that the Contractor has been licensed or certified by the manufacturer for a minimum of five (5) years.
- D. Copy of previous physical property tests for the proposed technology that meet the minimum requirements specified herein.
- E. Copy of chemical resistance tests for the proposed technology, as specified herein.
- F. Proposed by-pass pumping system for each location that will require by-pass pumping.

**EXHIBIT C
PRICING AND COMPENSATION**

Pursuant to all the contract specifications enumerated and described in this solicitation, Contractor agrees to furnish **Wastewater Collection System Cleaning, CCTV Inspection and Recording, and CIPP Point Repairs** to the City of Mesa at the price(s) stated below.

Item No.	Description	Price per Unit Listed		Estimated Annual Quantity	Total Price
1	Cleaning, including root removal, of 8" to 14" Sanitary Sewer Pipe, Complete	\$ 0.60	Per LF	132,700 LF	\$ 79,620.00
2	CCTV Inspection of 8" to 14" Sanitary Sewer Pipe, Complete	\$ 0.49	Per LF	132,700 LF	\$ 65,023.00
3	Cleaning, including root removal, of 15" to 30" Sanitary Sewer Pipe, Complete (only if required)	\$ 0.90	Per LF	156,200 LF	\$ 140,580.00
4	CCTV Inspection of 15" to 30" Sanitary Sewer Pipe, Complete (only if required)	\$ 0.49	Per LF	156,200 LF	\$ 76,538.00
5	Cleaning, including root removal, of Sanitary Sewer Pipe Larger than 30", Complete	\$ 2.00	Per LF	10,000 LF	\$ 20,000.00
6	CCTV Inspection of Sanitary Sewer Pipe Larger than 30", Complete	\$ 0.70	Per LF	10,000 LF	\$ 7,000.00
7	CIPP Sectional Liner Point Repair: 6" – 12" Dia., Complete	\$ 1,750.00	EA	20 EA	\$ 35,000.00
8	CIPP Sectional Liner Point Repair: 6" – 12" Dia., Complete Additional Repairs with Same Mobilization	\$ 1,700.00	EA	5 EA	\$ 8,500.00
9	CIPP Sectional Liner Point Repair: 14" – 18" Dia., Complete	\$ 1,800.00	EA	5 EA	\$ 9,000.00
10	CIPP Sectional Liner Point Repair: 14" – 18" Dia., Complete Additional Repairs with Same Mobilization	\$ 1,750.00	EA	2 EA	\$ 3,500.00
11	CIPP Sectional Liner Point Repair: 20" – 24" Dia., Complete	\$ 2,650.00	EA	5 EA	\$ 13,250.00
12	CIPP Sectional Liner Point Repair: 20" – 24" Dia., Complete Additional Repairs with Same Mobilization	\$ 2,550.00	EA	2 EA	\$ 5,100.00
13	CIPP Top Hat (4" – 6" dia. x 4" Short Hat), Complete	\$ 999.00	EA	12 EA	\$ 11,988.00

Item No.	Description	Price per Unit Listed		Estimated Annual Quantity	Total Price
14	CIPP Top Hat (4" – 6" dia. x 18" Long Hat), Complete	\$ 1,599	EA	5 EA	\$ 7,995.00
15	Allowance for Permit Fees	\$1,000	Allowance		\$1,000
TOTAL BID					\$ 484,094

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices.

No fuel surcharges will be accepted.

Payment terms: **N30**

Prompt Payment Discount of **2 %** if invoices are paid within **15** days of receipt.

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

☒ Yes ☐ No (A "no" answer will not disqualify your bid.)

~~Will you allow payment of invoices using a Procurement Card?~~ ☒ Yes ☐ No

Discount for Procurement Card Purchases? 1 %

Bidder complies with S.9 "Compliance With Applicable Law"? ☒ Yes ☐ No

EXHIBIT D
MESA STANDARD TERMS AND CONDITIONS

- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. ~~Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.~~
- S.6 **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement.

Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - (i) As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

S.10 SALES/USE TAX, OTHER TAXES.

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's

responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
- S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- S.13 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.16 **DEFAULT.**
 - a. A party will be in default if that party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - (iii) Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is

reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.

S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

S.23 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

S.24 **INDEMNIFICATION/LIABILITY.**

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.25 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

S.28 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

- S.29 **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
- S.30 **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
- S.31 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.36 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task

unless agreed upon by the parties.

- S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

~~Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.~~

- S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.40 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.41 **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may

be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

S.46 **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HOFFMAN SOUTHWEST CORP. DBA PROFESSIONAL PIPE SERVICES**

EXHIBIT B
Scope of Work

PROJECT

Contractor shall perform the duties shown in Exhibit A of Contract No. 2015163 for the City of Glendale on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HOFFMAN SOUTHWEST CORP. DBA PROFESSIONAL PIPE SERVICES**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation will be based on the Wastewater Collection System Cleaning, CCTV Inspection and Recording, and CIPP Point Repairs Contract No. 2015163

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$300,000 annually or \$1,200,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached Exhibit C.

**EXHIBIT C
PRICING AND COMPENSATION**

Pursuant to all the contract specifications enumerated and described in this solicitation, Contractor agrees to furnish **Wastewater Collection System Cleaning, CCTV Inspection and Recording, and CIPP Point Repairs** to the City of Mesa at the price(s) stated below.

Item No.	Description	Price per Unit Listed		Estimated Annual Quantity	Total Price
1	Cleaning, including root removal, of 8" to 14" Sanitary Sewer Pipe, Complete	\$ 0.60	Per LF	132,700 LF	\$ 79,620.00
2	CCTV Inspection of 8" to 14" Sanitary Sewer Pipe, Complete	\$ 0.49	Per LF	132,700 LF	\$ 65,023.00
3	Cleaning, including root removal, of 15" to 30" Sanitary Sewer Pipe, Complete (only if required)	\$ 0.90	Per LF	156,200 LF	\$ 140,580.00
4	CCTV Inspection of 15" to 30" Sanitary Sewer Pipe, Complete (only if required)	\$ 0.49	Per LF	156,200 LF	\$ 76,538.00
5	Cleaning, including root removal, of Sanitary Sewer Pipe Larger than 30", Complete	\$ 2.00	Per LF	10,000 LF	\$ 20,000.00
6	CCTV Inspection of Sanitary Sewer Pipe Larger than 30", Complete	\$ 0.70	Per LF	10,000 LF	\$ 7,000.00
7	CIPP Sectional Liner Point Repair: 6" – 12" Dia., Complete	\$ 1,750.00	EA	20 EA	\$ 35,000.00
8	CIPP Sectional Liner Point Repair: 6" – 12" Dia., Complete Additional Repairs with Same Mobilization	\$ 1,700.00	EA	5 EA	\$ 8,500.00
9	CIPP Sectional Liner Point Repair: 14" – 18" Dia., Complete	\$ 1,800.00	EA	5 EA	\$ 9,000.00
10	CIPP Sectional Liner Point Repair: 14" – 18" Dia., Complete Additional Repairs with Same Mobilization	\$ 1,750.00	EA	2 EA	\$ 3,500.00
11	CIPP Sectional Liner Point Repair: 20" – 24" Dia., Complete	\$ 2,650.00	EA	5 EA	\$ 13,250.00
12	CIPP Sectional Liner Point Repair: 20" – 24" Dia., Complete Additional Repairs with Same Mobilization	\$ 2,550.00	EA	2 EA	\$ 5,100.00
13	CIPP Top Hat (4" – 6" dia. x 4" Short Hat), Complete	\$ 999.00	EA	12 EA	\$ 11,988.00

Item No.	Description	Price per Unit Listed		Estimated Annual Quantity	Total Price
14	CIPP Top Hat (4" – 6" dia. x 18" Long Hat), Complete	\$ 1,599	EA	5 EA	\$ 7,995.00
15	Allowance for Permit Fees	\$1,000	Allowance		\$1,000
TOTAL BID					\$ 484,094

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices.

No fuel surcharges will be accepted.

Payment terms: **N30**

Prompt Payment Discount of **2 %** if invoices are paid within **15** days of receipt.

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

☒ Yes ☐ No (A "no" answer will not disqualify your bid.)

Will you allow payment of invoices using a Procurement Card? ☒ Yes ☐ No

Discount for Procurement Card Purchases? 1 %

Bidder complies with S.9 "Compliance With Applicable Law"? ☒ Yes ☐ No