



CONTRACT/GRANT INFORMATION SHEET

| | |
|--|----------------------------------|
| Date: 9/9/2014 | |
| Staff's Name: Raymond Rees | Department: Development Services |
| Vendor's Name: Hoffman S.W. Corp., d/b/a Professional Pipe Services #1389 | |
| Address: 4940 W. Watkins Street Phoenix, AZ 85043 | |
| Phone: 602-861-3944 | |
| Received W9 (if applicable): <input type="checkbox"/> Y <input type="checkbox"/> N | |
| Business License # (if applicable): Exp. Date: Click here to enter a date. | |

| ACCOUNTING SUMMARY | Org | Object | Project/# | \$ |
|--------------------|---------|--------|-----------|--------|
| Accounting Code: | STPAV E | 6402 | | 50,000 |
| Accounting Code: | | | | |

CONTRACT SUMMARY

| | | | |
|---------------------------------|---|-----------------------------|--|
| Contract Number Assigned: | 2015-126 | | |
| Contract Total: | \$50,000 | | |
| Brief Description of Service: | STORM DRAIN PIPE CLEANING AND TELEVISIONING | | |
| Contract Beginning Date: | 9/1/2014 | | |
| Contract Expiration Date: | 6/30/2015 9/3/15 | | |
| Budgeted Expenditure: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Budget Page #: | 263, PROFESSIONAL FEES | | |
| Approved by Council: | <input checked="" type="checkbox"/> Yes; Date: 6/5/2014 | <input type="checkbox"/> No | |
| Insurance Certificate provided: | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Estimate Start Date: | 10/1/2014 | | |
| Estimate Completion Date: | 6/30/2015 | | |

GRANT SUMMARY

| | | |
|------------------------|------------------------------|-----------------------------|
| Paid for by Grant: | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Name of Grantee: | | |
| Grant Number Assigned: | | |
| Date Council Approved: | | |

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HOFFMAN SOUTHWEST CORP.,
d/b/a
PROFESSIONAL PIPE SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of September 4, 2014, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Hoffman Southwest Corp., a California corporation, d/b/a Professional Pipe Services (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Cottonwood, Arizona ("Cottonwood") entered into a Contract for Services dated September 3, 2013 (the "Cottonwood Contract"), for the Contractor to provide sanitary sewer and separate storm sewer cleaning and television services. A copy of the Cottonwood Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Cottonwood Contract, at its discretion and with the agreement of the awarded Contractor, and the Cottonwood Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Cottonwood Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with storm sewer system cleaning and televising services, as more particularly set forth in Section 2 below on an "as-required" basis (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 3, 2015 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Cottonwood Contract. After the expiration of the Initial Term, this Agreement may be renewed for one successive one-year term (a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in the subsequent year, (ii) the term of the Cottonwood Contract has not expired, (iii) at least 30 days prior to the end of the then-current

term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Cottonwood Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and the Renewal Term are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Cottonwood Contract. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Services to the Town in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Cottonwood Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Cottonwood Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Services are subject to final inspection and acceptance by the Town. Upon discovery of non-conforming Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring the Services into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of Town notice of cancellation, or for lost profits, or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Contractor for the Initial Term and the Renewal Term, if any, an annual aggregate amount not to exceed \$50,000.00 for the Services at the unit rates set forth in the Cottonwood Contract. The maximum aggregate amount for this Agreement shall not exceed \$100,000.00.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance of the Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Cottonwood Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a

record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Cottonwood Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

8. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

9. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds.

Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

10. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the Cottonwood Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Cottonwood Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Cottonwood Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

11. Rights and Privileges. To the extent provided under the Cottonwood Contract, the Town shall be afforded all of the rights and privileges afforded to Cottonwood and shall be the "Owner" (as defined in the Cottonwood Contract) for the purposes of the portions of the Cottonwood Contract that are incorporated herein by reference.

12. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 11 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Cottonwood to the extent provided under the Cottonwood Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On September 8, 2014, before me personally appeared Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



(Affix notary seal here)

Nancy A. Walter
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Contractor"

HOFFMAN SOUTHWEST CORP.,
a California corporation, d/b/a
PROFESSIONAL PIPE SERVICES

By: JASON WALBORN

Name: _____

Title: BUSINESS DEVELOPMENT

(ACKNOWLEDGMENT)

STATE OF AZ)
COUNTY OF Maricopa) ss.

On 27 August, 2014, before me personally appeared _____
Jason Walborn, the Business Development of HOFFMAN SOUTHWEST
CORP., a California corporation, d/b/a PROFESSIONAL PIPE SERVICES, whose identity was
proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and
acknowledged that he/she signed the above document on behalf of the corporation.

Kathleen Hanson
Notary Public

(Affix notary seal here)



EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HOFFMAN SOUTHWEST CORP.,
d/b/a
PROFESSIONAL PIPE SERVICES

[Cottonwood Contract]

See following pages.

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into this, _____ day of _____, 20____ by and between the City of Cottonwood, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the OWNER, and Professional Pipe Services organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum to be paid him by the said OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the Contract Documents provided, hereby agrees, themselves, their heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - RECITALS

- A. OWNER desires to obtain full, complete, and high quality technical services for Sanitary Sewer and Separate Storm Sewer Cleaning and Televising for the City of Cottonwood Utility Department's Wastewater Division wastewater and storm water collection systems; and,
- B. OWNER set forth the terms of the scope of required technical services in Request for Proposals Sanitary Sewer and Separate Storm Sewer cleaning and televising; and
- C. CONTRACTOR represents that it is qualified and fully licensed to perform all work agreed to in this Agreement; and,
- D. CONTRACTOR in its offer proposed the terms by which it will provide such maintenance services.

ARTICLE II - SCOPE OF WORK

The CONTRACTOR shall furnish the services and deliverables as specified in the Specifications/Scope of Work attached hereto as Exhibit A and made a part of this Agreement, to the City of Cottonwood Utility Department, Wastewater Division, 1480 W Mingus Avenue, Cottonwood, AZ 86326.

ARTICLE III - CONTRACT TERM

- A. The Contract is for a one (1) year period with the option of renewal for two (2) additional one (1) year periods subject to the availability of funds for the period beyond the current fiscal year and at the sole discretion of the City Council.
- B. If the OWNER exercises its option to renew the agreement for an additional term, CONTRACTOR'S compensation may be increased by up to three percent (3%) for the new term if CONTRACTOR demonstrates to the OWNER'S satisfaction that its costs of providing the services contemplated under this Invitation for Bids have increased by that amount. In no case, however, shall any increase awarded exceed three percent (3%).
- C. Following execution of this Contract by the OWNER, CONTRACTOR shall commence work in the time frame requested by the OWNER as applicable to the one year contract term.
- D. Throughout its term, this Agreement may be cancelled by either party at the end of thirty (30) days after the receipt of written notice by the other party (written notice shall mean upon the receipt and signing of return mail). There shall be no penalty to the canceling party for such early termination nor shall the other party be entitled to any damages due to the early cancellation. In the event that the OWNER gives notice of cancellation, it shall only be responsible for paying any outstanding charges for work completed, in accordance with this Agreement, no later than 5:00 pm, on the day following receipt of notice of cancellation.

- E. **Cooperative Use of Contract.** In addition to the City of Cottonwood, and with approval of the contracted Contractor, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

ARTICLE IV - CONTRACT ADMINISTRATOR

- A. To provide the professional services required by this Contract, CONTRACTOR shall act under the authority and approval of Debbie Breitreutz, Wastewater Superintendent or designee, (the Contract Administrator), who shall oversee the execution of this Contract, assist the CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel reports and special requests through the Contract Administrator.
- B. The OWNER reserves the right to review and approve any/all changes to CONTRACTOR'S key staff assigned to the OWNER'S project by the firm during the term of this Contract.

ARTICLE V - ACCEPTANCE AND DOCUMENTATION

Each project shall be reviewed and approved by the OWNER to determine acceptable completion. All documents, including but not limited to, data compilations, studies, packing slips / bills of lading and reports which are prepared in the performance of this Contract, shall be and remain the property of the OWNER and shall be delivered to the OWNER before final payment is made to CONTRACTOR.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR assumes and agrees to hold harmless, indemnify and defend OWNER, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions for recovery, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during or in consequence of the performance by CONTRACTOR where such injury or damage is due to any defect in services delivered hereunder, or to the action or negligence of CONTRACTOR, its employees, subcontractors, or agents. OWNER assumes no liability, obligation, or responsibility of any nature, whatsoever, in connection with this Contract except for payment of price or consideration as stated or referred to herein or allowed by law. CONTRACTOR'S obligation under this section shall not extend to any liability caused by the sole negligence of OWNER or its employees.
- B. CONTRACTOR shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage in accordance with the insurance criteria included in the solicitation package:
- B.1. Comprehensive general liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence. The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, CONTRACTOR'S protective, and products and completed operations.
- B.2. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence with respect to CONTRACTOR'S vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of a Contract.
- B.3. Products/Completed Operations insurance with a minimum single limit of not less than one million dollars (\$1,000,000) per occurrence.

- B.4. Worker's Compensation (statutory limits).
- C. Additional insurance coverage may be required at OWNER'S discretion where the services to be performed are deemed to be hazardous in nature.
- D. The policies required by section B.1. and B.2. shall name OWNER, and its respective agents, officials, and employees as additional insured and waive subrogation against the City. The policy shall specify that the insurance afforded CONTRACTOR shall be primary insurance and that any insurance coverage carried by OWNER or its employees shall be excess coverage and not contributory insurance to that provided by CONTRACTOR. Said policy shall contain a severability of interests provision. Proof of insurance is required at the time of execution of the Contract. Neither the CONTRACTOR nor any subcontractor shall commence work under a Contract until the OWNER has approved the insurance.
- E. Failure on the part of CONTRACTOR to procure and maintain the required liability insurance and provide proof thereof to OWNER within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of a Contract upon which OWNER may immediately terminate the Contract. Prior to the effective date of the Contract, CONTRACTOR shall furnish OWNER with copies of the State of Arizona Certificate of Insurance (RM-7200.1), drawn in conformity with the above insurance requirements. OWNER reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.

ARTICLE VII - CANCELLATION OF AGREEMENT

Pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Contract is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of one of the parties at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity, or a Consultant to any other party of the Contract with respect to the subject matter of the Contract.

ARTICLE VIII - NON-DISCRIMINATION

CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975, and Federal Executive Order No. 11246, State Executive Order No. 94-4, and A.R.S. Section 41-1461 et. Seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have access to employment opportunities.

CONTRACTOR shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin.

CONTRACTOR shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of handicap in delivering contract services.

ARTICLE IX - NOTICE

Any notice given in connection with this Contract shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated below. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Contractor: Professional Pipe Services
c/o Ken Bunes
4940 W Watkins Street
Phoenix, AZ 85043

City of Cottonwood
c/o Debbie Breitkreutz
1480 W Mingus Avenue
Cottonwood, AZ 86326

ARTICLE X - CHOICE OF LAW AND VENUE

Any dispute under this Contract or related to this Contract shall be decided in accordance with the laws of the State of Arizona and filed with the Arizona Superior Court of Yavapai County.

ARTICLE XI - OBLIGATIONS/CERTIFICATIONS

Legal Worker Requirements: As mandated by Arizona Revised Statutes §41-4401, the City is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that employers verify the employment eligibility of their employees through the Federal E-verify system. An "employer" is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the State and that employs one or more employees in the State (See A.R.S. §23-211-4). Therefore, in signing or performing any contract for the City of Cottonwood, CONTRACTOR fully understands and agrees that:

- A. Both it and any subcontractors it may use shall comply with all Federal immigration laws and regulations that relate to their employees and with A.R.S. §23-214-A;
- B. Any breach of that warranty is material and is subject to penalties up to and including immediate termination of the Contract; and
- C. OWNER or its designee is authorized by law to randomly inspect the employment records relating to an employee of CONTRACTOR or any of its subcontractors who works on the Contract to ensure compliance with the warranty made in Paragraph A above.

In accordance with A.R.S. §35-393.06, CONTRACTOR hereby certifies that CONTRACTOR does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, CONTRACTOR hereby certifies that CONTRACTOR does not have scrutinized business operations in Sudan.

ARTICLE XII - SEVERABILITY

If any part of this Contract shall be held unenforceable, the rest of the Contract will nevertheless remain in full force and effect.

ARTICLE XIII - PAYMENT

CONTRACTOR agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid Section. The Bid Section is attached hereto as Exhibit B. Payment for services shall be made by OWNER within thirty (30) days after receipt of a correct invoice.

ARTICLE XIX - ASSIGNMENT

OWNER and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement

| | | |
|------------------------------|-------------------------------------|---------------|
| <u>Contractor</u> | <u>City of Cottonwood</u> | |
| <u>Jeffman Spickard Corp</u> | <u>Diane Joens, Mayor</u> | <u>9-3-13</u> |
| Company Name | Date | |
| <u>[Signature]</u> | <u>9-20-13</u> | |
| Signature | Date | |
| <u>Ken Bures</u> | <u>Marianne Jiménez, City Clerk</u> | |
| Printed Name | Attest: | |
| <u>Branch manager</u> | <u>Approved as to form:</u> | |
| Title | <u>Steve Horton, City Attorney</u> | |

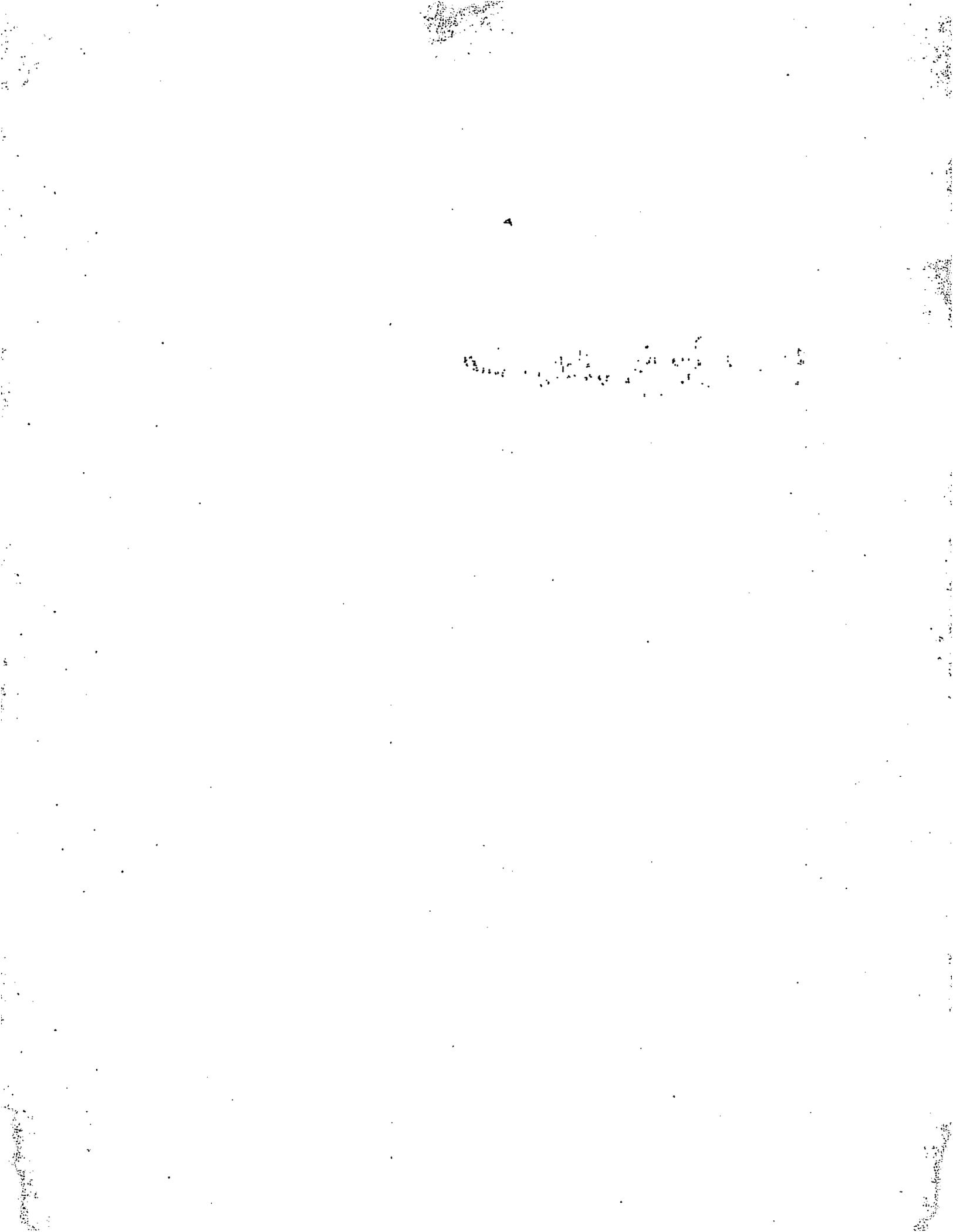


EXHIBIT A

SPECIFICATIONS/SCOPE OF WORK

SCOPE OF WORK

For purposes of this bid, all quantities are approximate and are supplied to assist the Bidder.

The City of Cottonwood sanitary sewer collection system contains approximately fifty (50) miles of vitreous clay, PVC and/or ductile sewer mainline, ranging from six (6) inches to twelve (12) inches in diameter. The separate storm sewer system consists of approximately 2,500 feet of corrugated metal pipe (CMP) ranging in size from twelve (12) inches to forty-eight (48) inches in diameter. Televising requirement shall include all labor and equipment to closed circuit inspect and video/digitally record the sanitary sewer main lines. The Contractor shall furnish a computer-generated log of the line segments inspected along with two (2) DVD's of the completed project. Video inspection shall be performed during normal working hours with flow intact, unless otherwise directed by the Owner.

Cleaning requirements include furnishing all labor and equipment to remove the accumulated sediment and debris and to clean the sanitary sewer main lines, stormwater culverts, catch basins, manholes, lift stations and treatment plant. Cleaning includes the removal of sediment, debris, grease, scale, encrustations, loose concrete, and roots. The City will provide a suitable disposal site for liquid and solids removed from the sanitary sewer mains, stormwater culverts, lift stations and treatment plant.

SPECIFICATIONS

1. The same Contractor shall perform sanitary sewer and separate storm sewer cleaning and televising. Subcontractors are not permitted.
2. The Contractor shall have sufficient personnel and equipment to provide services required by the City and shall have a history of providing satisfactory service to their customers.
3. A "team" shall consist of either a vactor or a camera truck and two (2) people.
4. The Contractor shall at all times conduct its work so as to prevent any blockage and minimize surcharging in the sewer manholes and connection sewer pipelines. Damage to existing facilities as a result of the Contractor's negligence shall be promptly repaired at the Contractor's expense.
5. No chemicals shall be used without written approval of the City. In no case shall any chemical additive be used which might be considered hazardous or might be considered detrimental to organisms or equipment of the wastewater treatment plant or collection system.
6. The Contractor shall be available for both scheduled and on-call projects. The Contractor must be able to respond on site within three (3) hours of being notified by the City for call out and emergency services.
7. Video inspection shall be accomplished by utilizing a remotely controlled self-propelled color camera. The camera will have a rotating lens capable of 360-degree rotation with focusing capability of three (3) feet to infinity. The camera must be equipped with an iris that has both auto and manual focus capabilities. The camera system must have on-screen text as well as on-screen footage indicator and voice overlay.
8. Video inspection will be accomplished from the upstream manhole toward the downstream manhole. In the event the camera cannot transverse the line segment with the flow, the Contractor, at the direction of the City, will video from the downstream manhole against the flow to an overlapping point.
9. The City shall be the determining party as to the acceptability of the video inspection equipment and DVD format proposed by the Contractor. All judgments of the City shall be final.

10. Cleaning will be accomplished by means of a high-pressure combination jetting and vactor truck capable of pressures of 2,200 psi at a rate of eighty (80) gallons per minute. The combination truck must have a minimum of a fifteen (15) cubic yard debris container and have a telescoping ten-foot boom that rotates 180 degrees. The jetting function of the truck must have the capability of carrying a minimum of 700 feet of jetting hose with multiple jetting heads, and 1,500 gallons of water.
11. Cleaning shall remove all sediment, debris, roots, scale, encrustations, loose concrete, and grease accumulations from the sewer main and separate storm sewer lines.
12. The City shall be the determining party as to the acceptability of the cleaning equipment proposed by the Contractor. All judgments of the City shall be final.

TRAVEL COMPENSATION

1. Travel compensation shall be paid for one-way travel with a maximum of two and one half (2.5) hours on any jobs less than sixteen (16) hours in durations.
2. Job durations of (16) hours or more shall not be eligible for travel compensation.

SAFETY

1. While in the field on this project, the Contractor/technical service provider and its employees will follow all of the applicable safety procedures to protect themselves, the City staff and general public. **Two-Man Teams will be used at all times for Safety and Quality Assurance.**
2. Any lines located in a “confined space” such as pit, manhole, wet well and vault installations that require entry will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the City, the Department of Labor and OSHA.** Project personnel will be trained (certified where applicable) in Confined Space Entry and Self Rescue.

PERMITS, FEES AND LICENSES

The successful Bidder shall secure and pay for all applicable Federal, State, County, or local permits and licenses, including a City of Cottonwood Business Registration, and comply with all applicable Federal, State, County, or local laws, codes, ordinances, regulations, and safety standards.

**EXHIBIT B
BID SECTION**

(Including all information required to be submitted with Bid)

1. Bidder Information:

Firm Name: Hoffman Southwest Corp dba Professional Pipe Services

Contact Name: Ken Bunes

Principal Address: 4940 W. Watkins St.
Phoenix AZ 85043

Phone: 602-861-3944 Fax: 602-861-1243

E-Mail: kbunes@hswcorp.com

Local Address: 4940 W. Watkins St.
Phoenix AZ 85043

Type of Organization: Corporation

Tax ID #: 95-2800680 License #: ROC 175953

2. Exceptions to IFB (§4.5.4 Exceptions to IFB): NO

3. Disclosure of Debarment Information (§4.5.5 Disclosure): N/A

4. Prices:

- A. Sanitary sewer and separate storm sewer cleaning per specifications: \$ 160⁰⁰ /hour
B. Sanitary sewer closed circuit televising and inspections per specifications: \$ 140⁰⁰ /hour

5. References (must be provided)

Provide names, addresses and telephone numbers of government agencies/businesses to which you have provided similar goods or services.

A. Entity: City of Phoenix

Address: 6202 N. 24th St. Phoenix AZ 85016

Contact: Vernon Vasquez

Phone: 602-262-1864

Goods or services supplied and when provided: Cleaning & CCTV

2001 to Current

B. Entity: Pima County Wastewater
Address: 201 N. Stone Ave, Tucson AZ 85701
Contact: Bob Machen
Phone: 520-443-6533
Goods or services supplied and when provided: Clean & CCTV
2009 to Current

C. Entity: City of Las Vegas
Address: 353 N. Rancho Dr. Las Vegas NV 89106
Contact: Tim Parks
Phone: 702-229-6276
Goods or services supplied and when provided: Panoramo CCTV
2010 to Current

6. Receipt of Addenda:
Bidder acknowledges receipt of the following Solicitation Addendum(s):

| <u>Addendum No.</u> | <u>Date</u> |
|---------------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

7. Other Information Requested: _____

8. Intent to be Bound by Bid: Mark Metcalfe
(Signature of Individual Authorized to Sign Bid)

Mark Metcalfe

(Printed Name of Individual Authorized to Sign Bid)



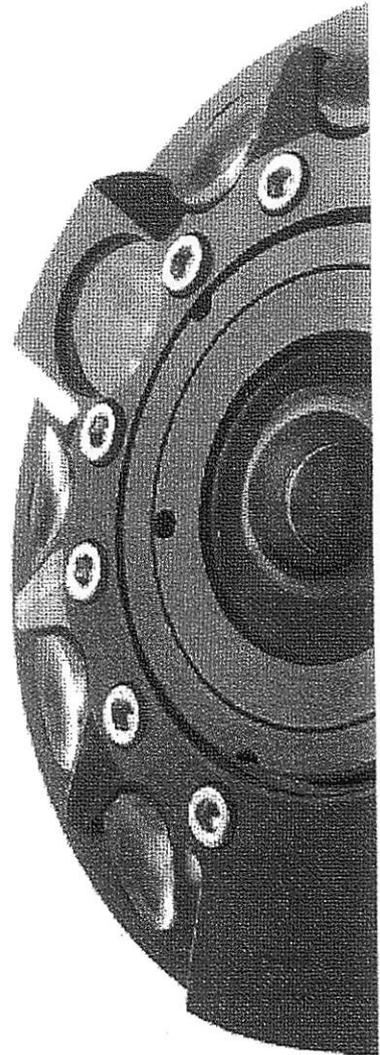
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Professional Pipe Services
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STATEMENT OF QUALIFICATIONS

PIPELINE INSPECTION, CLEANING & REHABILITATION

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ABOUT US

OVERVIEW

Hoffman Southwest Corp., a California Corporation headquartered in Mission Viejo, California was established in 1946 and incorporated in 1972. Hoffman Southwest owns the largest Roto Rooter franchise in the country, operating 23 offices in seven states and employing over 600 employees. Hoffman Southwest began the operation of Professional Pipe Services (Pro-Pipe) in 1992 as a "dba" of Hoffman Southwest Corp. Pro-Pipe's offices are located in Walnut, California; Las Vegas, Nevada; Phoenix, Arizona; Tucson, Arizona; and Salt Lake City, Utah. Pro-Pipe also has the advantage of being able to operate from any of the company owned Roto Rooter offices located in cities throughout the Western United States.

Pro-Pipe has provided video inspection, cleaning and rehabilitation of pipelines in a variety of sizes for over 20-years throughout the Western United States. Today, Pro-Pipe is the largest CCTV inspection company concentrated in the Western United States and operates the most advanced systems available, including IBAK's high-definition digital scanning system, Laser/Sonar profilers and an advanced ultraviolet light cure resin technology for pipeline rehabilitation. Pro-Pipe is a service provider focused on the long-term commitment to quality of services to facility owners, contracting with Federal, State, Local agencies, Engineers and General Contractors.

COMPANY HIGHLIGHTS

- ✓ Largest CCTV fleet in the West USA
- ✓ Most advanced CCTV fleet in the West USA
- ✓ Most experienced NASSCO PACP/MACP CCTV operators in the industry
- ✓ Well capitalized – able to acquisition fleet volumes of equipment at a moment's notice
- ✓ Extensive in-house training program, cross training for all elements of pipeline service
- ✓ Executive managers are highly recognized industry leaders
- ✓ In-house CCTV & Vehicle maintenance support at all branches
- ✓ Strong bonding power

COMMITMENT TO TECHNOLOGY

Pro-Pipe built its success on being the first to acquire new technology and bring the advantages of technological achievements to facility owners with a strong, ethical service-provider mentality (Pro-Pipe is not your typical contractor). Pro-Pipe's reputation and customer-based partnerships grew quickly as Pro-Pipe offered innovative solutions to both complex and common problems.

A NOTE FROM OUR BONDING COMPANY

"As surety for Hoffman Southwest Corp. DBA: Professional Pipe Services (Pro-Pipe) I am pleased to recommend this organization and the exceptional abilities it brings to the construction marketplace."

Margie Wager, Attorney-in-Fact
Travelers Bond, San Diego CA



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SERVICES PROVIDED

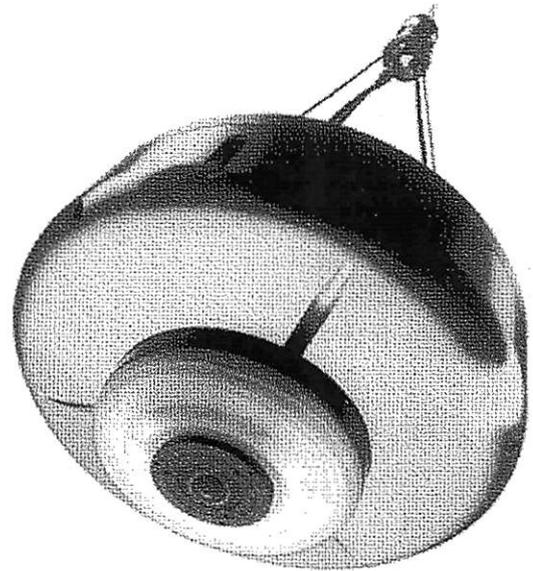
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PIPELINE INSPECTION / CONDITION ASSESSMENT

- A) High Definition 360 (Panoramo)
- B) GIS Inspection Integration
- C) Traditional CCTV 4" to 108" DIA
- D) Lateral Launching CCTV | Cross Bore Examination
- E) Laser Profiling
- F) Sonar Profiling

PIPELINE REHABILITATION

- A) Ultra-Violet Light Cure Spot Repairs (Cosmic)
- B) Ultra-Violet Light Cure Lateral Seals (Cosmic)
- C) Mainline Cipp (City-Liner | Styrene Free)
- D) Lateral Cipp (Maxliner)
- E) Magnesium Hydroxide Crown Spray



PIPELINE CLEANING & HYDRO EXCAVATION

- A) Pipeline / Siphon Cleaning 6" to 108" (Hydrovac & Mechanical)
- B) Hydro-Excavating (Hydrovac & GapVax)
- C) Wet Well/Lift Station & Digester Cleaning



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KEY STAFF

MARK METCALFE | VP OF OPERATIONS

Mark Metcalfe started his career with Hoffman Southwest Corp. in 1974 as Branch Manager for Roto-Rooter Service & Plumbing Company, in Tucson Arizona. Mark is experienced in every aspect of the plumbing and pipeline industry. In 1992, Mark founded Professional Pipe Services (Pro-Pipe). In 2004, Mark led Pro-Pipe and 13 Roto-Rooter Branches to \$50 million in sales, including \$9 million in municipal pipe cleaning and CCTV pipeline inspection. Mark is currently licensed in California, Nevada, Idaho, New Mexico, Washington, Oregon and Arizona as a contractor, holds a B.S. Degree in Business and today, is second in command of Hoffman Southwest Corp.

DEAN MONK | DIVISION MANAGER

Dean Monk is one of the founders and innovators of Professional Pipe Services (Pro-Pipe), owned by Hoffman Southwest Corp. Dean began operation of Pro-Pipe in 1992 in Arizona. The Pro-Pipe Division of Hoffman Southwest is now doing business in Arizona, California, Oregon, Utah, Nevada and New Mexico, with total annual revenue of \$15 million. Dean has extensive experience in managing small to large size pipe cleaning and video inspection of sewer lines, storm drains, dry wells, irrigation lines, and catch basins. He has a wide knowledge of water treatment plants, city job site requirements, and safety/training.

STEVE POWERS | BRANCH MANAGER

Steve Powers started working with Hoffman Southwest Corp. in 1993, managing large plumbing projects and service contracts. Steve became manager of Professional Pipe Services (Pro-Pipe), California, owned by Hoffman Southwest Corp., in 2006, and currently oversees many County and City contracts, as well as the Branch's day to day operations. Pro-Pipe currently generates total annual revenues of about \$15 million. Steve has extensive experience in managing small to large size pipe cleaning and inspecting of sewer lines, storm drains, dry wells, irrigation lines, and catch basins, using CCTV, sonar, and laser technologies. He has a wide knowledge of potable water, sewer, storm drain systems, treatment plants, job site requirements, and safety/training.

RANDY ROTHENBUEHLER | CORPORATE SAFETY MANAGER

Randy Rothenbuehler, Corporate Safety Manager, has been involved in multiple capacities of the Safety Program since 1994. Responsibilities include developing and updating safety policies and programs to comply with State, Federal and OSHA requirements. He also has shared responsibilities for incident and accident claims, risk management, certified competent personnel training, developing job safety analysis, driver training and fleet management programs, OSHA 10-Hour and 40-Hour Federal and Cal/OSHA construction training, and creating and developing safety programs required for Pro-Pipe to establish a safe working environment for our employees, the public, and all entities where we perform work. Randy's certifications include: AA degree Occupational Safety and Health Technology, OSHA 500 Trainer, Confined Space Trainer Cal/OSHA and Federal, OSHA 2225 Respiratory Protection, ATSSA – Traffic Control Supervisor, 40-Hour HazWOPer & several more.

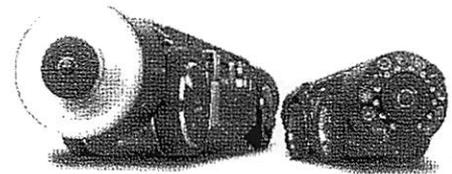


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PANORAMO

PANORAMO MAINLINE

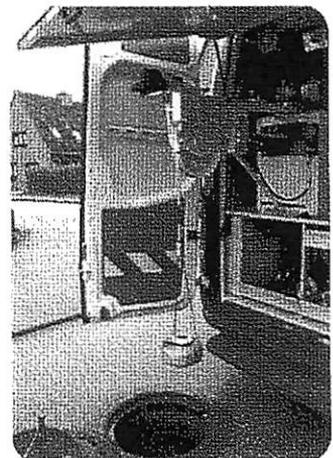
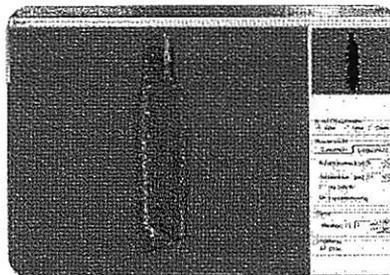
Pro-Pipe has scanned hundreds of miles of both small and large diameter pipeline infrastructure for municipalities across the West United States which has made a substantial difference in cost and time for completion of condition assessment projects and has allowed infrastructure owners to make better decisions in less time (No More Monotonous Videos). The IBAK Panoramo 3D Optoscanner increases the efficiency of CCTV Pipeline Inspection by incorporating the use of two high-resolution digital cameras in the front and rear sections of the housing, with 185° wide-angle lenses, with parallel-mounted xenon flashlights capable of 360° spherical images, enabling the analysis independent of the field inspection.



The Panoramo system captures 100% of the entire pipeline interior (360) in less time than conventional video recordation with 6X the digital clarity (high definition) and is delivered with a virtual 3D reader that enables the reviewer or customer to see, in greater detail, 100% of the pipe interior from any angle (you can pan/tilt anywhere, anytime). The flat-view component of the reader enables the pipe interior to be reviewed in a plan-view layout with the ability to perform accurate measurements. The review, coding, and assessment are performed independently of the inspection. Additionally, the data can be incorporated with GIS, enabling the results to be instantaneously available in a geographic-friendly mode. This system has a record of substantially improving internal operating efficiency by which the assessment performed and utilized. Engineering staff can immediately begin to assess the condition and develop maintenance and rehabilitation programs with better quality. Pro-Pipe utilizes Pipelogix Software (flexi-data) for all coding, reporting and 360-viewers.

PANORAMO MANHOLE INSPECTION

360 - High Definition Manhole Inspection; Excellent for design-accurate manhole invert measuring with 3-D virtual video of the entire manhole captured in HD in 15-seconds and delivered via GIS integrated data files. The IBAK Panoramo SI enables Pro-Pipe to perform complete optical condition assessment of manholes with high efficiency. Pro-Pipe uses MACP Certified personnel for all manhole inspections. The Si has the ability to scan a manhole within a 20-second period, capturing 100% of the entire manhole cavity for review in a virtual 3D reader, which can be utilized in flat-view for measuring inverts, defects, etc. and can be exported as a point cloud to Autocad.





GIS

Have millions of feet of video to review? Have thousands of reports, observations and critical assets to prioritize for rehabilitation? Pro-Pipe can integrate both high-definition scans and conventional CCTV recorded observations directly to your GIS program enabling you to select which observation layer to geographically view and query quantities for instant decision making.

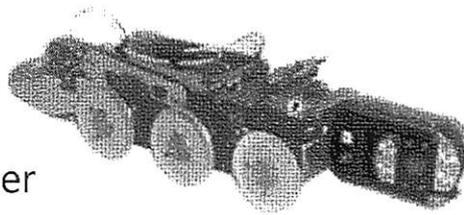


Pro-Pipe routinely integrates the accurate locations of connections, observations, defects and pipe ratings into a GIS database during inspection and can deliver via shape files or geo-databases. The data can include pipe slopes, invert elevations and any other specified information to eliminate thousands of hours spent sorting, reviewing and prioritizing critical pipeline data.





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CCTV | Sonar | Laser

CCTV Pipeline Inspection is one of the most versatile services that Pro-Pipe offers. CCTV technology and equipment includes computer generated schematic of pipeline, still photo reports of pipeline interior using advanced equipment and technology, remote transporter, 6" to 108" diameter capability, rotating lens capable of 179 x 360 degrees, IBAK Panorama 3D Optoscanner (also see IBAK Panorama subtitle), WinCan; Flexidata; and Granite XP reporting software and module used with CCTV pipeline inspection, and formats information into searchable database. Pro-Pipe provides professional service, using NASSCO certified operators (and MACP certified operators for manhole inspection). Visual documentation captured in full-color digital format. All equipment is MPEG, JPEG & DVD compatible.

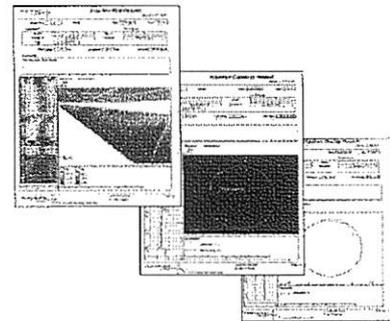
CCTV LATERAL LAUNCH



Pro-Pipe operates a fleet of CCTV Lateral Launch systems allowing for both a mainline inspection and a lateral inspection by the launch of a camera from the robotic transporter up a lateral, extending up to 100ft. The lateral launcher has been instrumental for inspecting sewer service laterals where directional drilling is scheduled to install crossing utility lines and where past drilled utilities (gas / telecommunication) may have penetrated the lateral. Pro-Pipe is currently engaged for providing such lateral inspections for Sempra Utilities, Pacific Gas & Electric and Southwest Gas Corporation. The launching camera has a transmitter which can be tracked on the surface via a sonde enabling the location and depth of a lateral line to be marked on the surface.

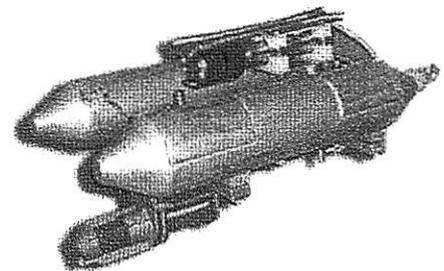
LASER INSPECTION

Pro-Pipe provides LASER inspection services using a stand-alone, snap-on tool for use with a CCTV survey system/camera to collect survey data and create pipeline reports, including fault measurements and internal pipeline features. The device attaches to existing CCTV camera, using machine vision software to analyze CCTV images. The Laser Profiler measures pipe size, laterals, water levels and other features. The Laser Profiler performs automatic analysis of pipe ovality and capacity at a rate of 30 times per second and enables the contractor, municipality, or engineer to determine internal pipeline conditions before, during, or after rehabilitation and is capable of use within 6" to 72" pipe diameters.



SONAR INSPECTION

Pro-Pipe offers SONAR inspection services which provides and quantifies accurate dimensional data on silt level, grease accumulation, pipe deformation, offsets, blockages, etc. below the waterline. In partially charged lines, a sonar inspection provides a two-dimensional profile of the interior pipe wall, much like a medical MRI. The system is designed for use in submerged and semi-submerged pipelines ranging from 24" to 18 feet and is used with CCTV to provide simultaneous image of pipe delivering both above and below waterline data with "real-time" cross-sectional views of the pipe utilizing the high resolution/short range sonar.

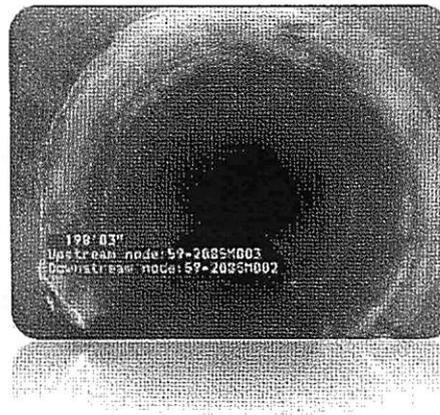
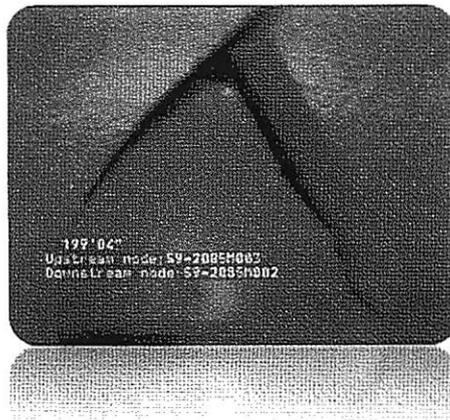




PIPELINE REHABILITATION | UV LIGHT CURE

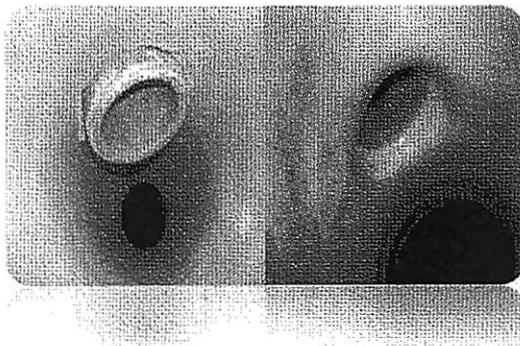
TRENCHLESS POINT REPAIR (Sectional Lining)

Pro-Pipe provides advanced CIPP repair for main and lateral pipelines using the Cosmic™ system, complete with Ultra-violet cured factory impregnated fiberglass resin laminates forming a complete circumferential lining within a 7-minute cure. The system offers innovative technology and superior materials required to ensure high-quality and long lasting CIPP trenchless point repairs, used to rehabilitate pipes ranging in diameter from 6 to 36 inches of any material and cured in 10-minutes with a 3mm wall stronger than industry standard felt CIPP liners (an excellent solution for cracks, root intrusion, separated joints, infiltration/ exfiltration, corrosion, mis-cut lateral connections and more).



UV LIGHT CURE - TOP HAT™

The Cosmic Top Hat™ provides a seal between the main pipeline and a lateral connection (defined as an SLC per Greenbook), and is comprised of a resin impregnated, fiberglass laminate shaped to fit within a lateral service connection and wrap around the main pipeline sealing the connection. Epoxy is utilized in addition to the resin to provide an adhesive, water tight seal.



A robotic device, controlled via cable from a mobile control center, transports and installs the seal. The procedure is monitored continuously via CCTV. The seal is cured in place using ultra-violet (UV) light within 7-minutes of exposure.

Both equipment and material are produced by the same manufacturer (Cosmic). The fiberglass laminates are wet-out with UV-light reactive resin at the manufacturer's wet-out facility and transported in light proof bags to the site, which eliminates any field resin mixes. The seal meets all Greenbook requirements and has extensive performance history in San Diego over the last 10-years.

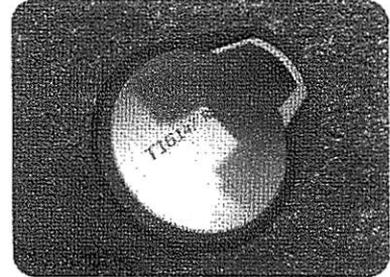


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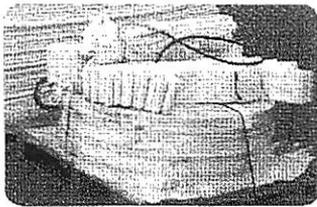
CURED IN PLACE PIPE (Cipp) & CLEANING

MAIN PIPELINE Cipp - The Only Economical **Styrene Free** Solution!

The RS Cityliner® system is a technique (pipe-in-pipe relining) for the trenchless rehabilitation of municipal and industrial wastewater collection systems pipelines. A flexible liner is impregnated with the two-component epoxy resin system and placed inside of the deteriorated pipe through existing manholes or access points. A new pipe is formed as the liner is cured within the host pipe. The impregnated liner is inverted by means of hydrostatic water column and cured by circulation of hot water, or inverted by means of air pressure and cured by controlled steam. The ratio-ing and mixing of resin and hardener and the impregnation under vacuum of the liner take place on-site using a mobile mixing and impregnation unit. The RS Cityliner® system assumes all functions of the host pipe depending on the design of the liner. The pipe-in-pipe solution is solely sustainable and may bear all external loads without the support of the host pipe. The hydraulic efficiency of the pipe may be marginally reduced depending on the wall thickness/diameter, very often it is not reduced but improved due to the smooth finish of the installed liner.



SEWER LATERAL LINING – Maxliner



The MaxLiner™ system provides cost-effective rehabilitation of small diameter pipes in industrial, commercial and residential areas. The MaxLiner™ System is an inversion system that allows you to repair pipes by relining them, as opposed to replacing them. Based on the existing conditions, a custom-designed liner tube is impregnated with epoxy and can then be inverted or pulled into the existing pipe. Resins are selected according to the job requirements and based on the inversion table. The liner materials are selected depending on the pipe condition. Standard

liner tubes are used for straight pipes and more flexible tubes are used for pipes with severe bends, angles and transitions from smaller to larger diameters. Once the resins are selected, the curing process can be done at ambient temperatures or by adding heat which allows the curing process to be shortened to just 1 hour

PIPELINE CLEANING

Pro-pipe owns and manages a fleet of the latest Hydro-Vac system technology available capable of operating around the clock (24h), 7-days a week. Being a division of Hoffman Southwest Corp, Pro-pipe offers a 24-hour, on call, dispatch service through its Roto-Rooter network allowing adequate response time for any nature of system emergency. Pro-Pipe is capable of cleaning all diameter ranges, which are assessed upon arrival based on quantity of the debris and the condition of the pipe to determine the best type of equipment for the job and exceeding customer expectations.

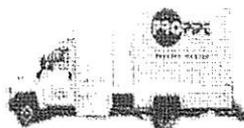
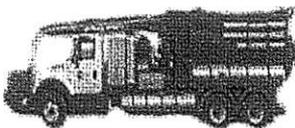


EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HOFFMAN SOUTHWEST CORP.,
d/b/a
PROFESSIONAL PIPE SERVICES

[Work Orders]

See following pages (to be attached subsequent to execution).