

CITY OF HERMOSA BEACH

AGREEMENT FOR SANITARY SEWER MAINTENANCE AND CCTV INSPECTION SERVICES

This Agreement for Sanitary Sewer Maintenance and CCTV Inspection Services ("Agreement") is made on this 10 day of May 2022, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and Empire Pipe Cleaning and Equipment, Inc. (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. CITY proposes to contract for Sanitary Sewer Maintenance and CCTV Inspection Services as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the services described in Exhibit A.

NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:

1. **SERVICES.** CONTRACTOR shall perform those services set forth in "Exhibit A" (Request for Proposal Document - Sanitary Sewer Maintenance and CCTV Inspection Services) which is attached hereto and incorporated herein by reference. By executing this Agreement, CONTRACTOR represents that it has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
2. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall be completed within the time period designated by CITY. The term of this Agreement shall be for the time period beginning July 1, 2022 and ending on June 30, 2026 unless extended in writing in advance by the CITY.
3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed those amounts as listed on pages P-11a through P- 15a of Exhibit A. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing

the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.

4. CONTRACT ADMINISTRATION.

- 4.1. **CITY's Representative.** Unless otherwise designated in writing John Cordova, Public Works Superintendent, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
- 4.2. **Manager-in-Charge.** For the CONTRACTOR, Craig Van Thyne shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

5. TERMINATION.

- 5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

6. **INDEMNIFICATION.**

6.1. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.2. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

7. **INSURANCE REQUIREMENTS.**

7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

- 7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

- 7.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- 7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

- 7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 8.2.1 below.
 - 7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including

materials, parts, or equipment furnished in connection with such work or operations.”

- 7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
- 7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- 7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

7.6. **Nonpayment of Deductible.** The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR'S behalf upon the CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.

8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the

CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

- 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.
- 9.4. **Prevailing Wages.** CONTRACTOR shall abide by the minimum prevailing rate of wages as determined by the State of California, Department of Industrial Relations for each craft, classification, or type of worker employed to carry out provisions of the Agreement. During the term of this Agreement, Contractor shall keep on file sufficient evidence of its employee compensation to enable verification of compliance of Prevailing Wages as established by State of California, Department of Industrial Relations.
10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract

with any person for performance of this Agreement who has such incompatible interest or obligation.

11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.

13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Joe SanClemente,
Director Public Works Department

CONTRACTOR:
Empire Pipe Cleaning and Equipment, Inc.
1788 N. Neville Street
Orange, CA 92865

Attention: Craig Van Thyne, Vice President

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

- 20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH:

CONTRACTOR:

Michael Detoy

Empire Pipe Cleaning & Equipment, Inc.

Michael Detoy, Mayor

COMPANY NAME

ATTEST:

Craig Van Thyne

Craig Van Thyne, Vice President

Myra Maravilla

363520

Myra Maravilla, City Clerk

Contractors State License #

APPROVED AS TO FORM:

Michael Jenkins

Michael Jenkins, City Attorney



**REQUEST FOR PROPOSALS
AND
CONTRACT DOCUMENTS
FOR
SANITARY SEWER MAINTENANCE AND CCTV INSPECTION**

RFP No. 22-002
Contract No. PW-MSA 22-001

CITY OF HERMOSA BEACH
1315 VALLEY DRIVE
HERMOSA BEACH, CA 90254

Key Information

Submit Written Questions By:

5 P.M. on Wednesday, April 6, 2022

Proposals Due:

2 P.M. on Tuesday, April 19, 2022

City of Hermosa Beach
REQUEST FOR PROPOSALS

Notice is hereby given that the City of Hermosa Beach will receive sealed proposals at the Office of the City Clerk, City Hall, 1315 Valley Drive, Hermosa Beach, CA 90254, until 2 P.M. on TUESDAY, APRIL 19, 2022, for **SANITARY SEWER MAINTENANCE AND CCTV INSPECTION.**

The maintenance services consist of cleaning approximately 211,000' of sewer lines and 800 manholes described herein. The Contractor shall be responsible for the removal of debris from the pipeline and shall take all the necessary steps to ensure that no spills of any sewage occur. Pipeline debris is described as, but not limited to, sludge, dirt, sand, rocks, grease, roots and other solid or semisolid materials. Sewer lines are VCP, DIP and PVC and range in sizes from 4 to 24 inches in diameter. Lengths shown are approximate. Payment will be for actual footage cleaned.

The duration of the contract is **four (4) years**.

All proposals must be submitted in writing, on standard forms found in the Contractual Services' Contract Documents and Specifications book. All proposals must be sealed and must be plainly marked in the lower left-hand corner "**SANITARY SEWER MAINTENANCE AND CCTV INSPECTION.**"

The successful proposer will also be required to pay the State of California prevailing wage scale as determined by the Department of Industrial Relations, available at <http://www.dir.ca.gov/dlse/dlsePublicWorks.html>.

The Contractor must be registered with the Department of Industrial Relations at the time of proposal. Contractor's registration available at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

Each Proposer shall possess a valid State of California Contractors License Class "**A**" OR both **C-36 Plumbing** and **C-42 Sanitation System** issued by the California State License Board. The successful Contractor must also possess a current City business license.

The City reserves the right to reject any or all proposal and to waive any informality or irregularity in any proposal received and to be the sole judge of the merits of the respective proposals received. The award, if made, will be made to the most qualified proposer. Plans and Specifications will be available for review at City Hall.

The Plans, Specifications and Construction documents must be downloaded from the City's website, under the City Departments Tab, select City Clerk from the pull down menu – Bids and Proposals at <https://pbsystem.planetbids.com/portal/51313/portal-home>. To be considered as a responsive proposer you must email the Public Works Superintendent listed on the Request for Proposals to confirm you downloaded the Plans,

Specifications, and Construction Documents from the City website. This action will add your company name to the Plan holder list. All questions regarding this proposal must be submitted in writing no later than **5:00 p.m., WEDNESDAY, APRIL 6, 2022**, to Gloria Ledezma, Administrative Assistant, at gledezma@hermosabeach.gov.

Susan Morrow
Interim City Clerk

END NOTICE INVITING PROPOSALS

INSTRUCTIONS TO PROPOSERS

SANITARY SEWER MAINTENANCE AND CCTV INSPECTION RFP No. 20-002 Contract No. PW-MSA 22-001

I. GENERAL

The ("City") is requesting proposals from qualified firms¹ ("Proposers") for maintenance services as further described herein ("Services"). All Proposers shall be properly licensed for the performance of the Services in accordance with California law.

II. SCOPE OF SERVICES/MAINTENANCE SERVICES AGREEMENT

The Proposer selected to provide the Services shall be retained under the City's Maintenance Services Agreement ("Agreement"), included as part of these Contract Documents. The City will not consider alterations to the Agreement.

This Agreement will be for a period of four years from July 1, 2022, to June 30, 2026, with option to extend for one-year at City's discretion based on Contractor's performance. The successful proposer should be prepared with both equipment and man-power to commence on July 1, 2022.

The maintenance services consist of cleaning approximately 211,000 feet of sewer lines and 800 manholes described herein. The Contractor shall be responsible for the removal of debris from the pipeline and shall take all the necessary steps to ensure that no spills of any sewage occur. Pipeline debris is described as, but not limited to, sludge, dirt, sand, rocks, grease, roots and other solid or semisolid materials. Sewer lines are VCP, DIP and PVC and range in sizes from 4 to 24 inches in diameter. Lengths shown are approximate. Payment will be for actual footage cleaned.

The Services sought are set forth in more detail in Exhibit "A" to the Agreement. Notwithstanding the inclusion of such Services in Exhibit "A" AND Exhibit "B", the final scope of services negotiated between City and the successful Proposer shall be set forth in the Agreement executed by and between City and the successful Proposer.

III. PUBLIC WORKS PREVAILING WAGE AND CONTRACTOR REGISTRATION

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the City's Public Work's

¹Use of the term "firm" shall mean individual proprietorship, partnership, Limited Liability Company, corporation, or joint venture.

Department upon request. The successful proposer shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Proposer to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

City Contact

The principal contact for the City will be Gloria Ledezma, Administrative Assistant (at (310) 318-0222 or gledezma@hermosabeach.gov), or a designated representative, who will coordinate the assistance to be provided by the City to the Proposer.

IV. REQUESTS FOR CLARIFICATION

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to the City Contact, identified above. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on the City's website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 5:00 p.m. local time on the date identified in the Key Information.

V. CONTENT AND FORMAT OF PROPOSAL

Qualifying proposals must address all of the following points, in the following order:

1. Cover Letter. This letter must be signed, by a member of the Proposer with the authority to commit to a contract on behalf of the Proposer, if applicable, offering the proposal.

2. Services Approach and Scope of Services. Describe how the maintenance services will be planned and controlled. Describe the work plan to be utilized to complete the tasks listed in the Scope of Services. Note any changes or additions to the work descriptions that may have been overlooked or which help clarify the work tasks.

3. Responsible Personnel. List the principal-in-charge and others who will be directly involved with the provision of Services. Provide a concise statement of qualifications, relevant experience and licensure of each person who will contribute to the performance of the Services. List the estimated amount of time each person will contribute in the performance of Services. Include an organizational chart of key personnel involved.

4. Related Experience. List at least three (3) projects under which the proposer has performed maintenance services for a public entity during the past five (5) years. List shall identify the following information for each project:

- Description of services.
- Contract amount and length of contract term.
- Public entity's name, telephone number and contact person.

5. Contractor's Industrial Safety Record. The information must include all work undertaken in the State of California by the proposer, partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, and corporate or individual proposer. The proposer may attach any additional information or explanation of data, which he/she would like taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

6. Firm Description and Financial Information. If applicable, provide relevant information regarding the firm and its organizational stability and strength. This includes a statement of organizational ownership (e.g., sole proprietorship, partnership, corporation, joint venture, etc.), information regarding the make-up of the organizational structure (e.g., owner, partners, board of directors, joint venture partners, etc.).

The proposal package must also include the following on the forms located in the Proposal Submission Forms:

1. Cost Proposal
2. Proposal Affirmation.

FAILURE TO PROPOSE ON ALL ITEMS OR SUBMITTING AN INCOMPLETE PROPOSAL PACKAGE MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

VI. EVALUATION CRITERIA

Responses will be evaluated based on the background, financial capacity, qualifications, services offered and the cost proposal submitted by the respondent.

All proposals will be rated based on review and evaluation by a three (3) member staff selection panel. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions.

The contract, if awarded, shall be to the most qualified Proposer, which submits the proposal that, in the sole judgment of City, is in the best interest of the City.

Upon selection of a Proposer, the City will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next Proposer selected by the City. The City reserves the right to contract for Services in the manner that most benefits the City including awarding more than one contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, City staff will make the final recommendation to the City Council concerning the proposed Agreement. The City Council has the final authority to approve or reject the Agreement.

VII. SITE EXAMINATION

Proposers may examine the site and become acquainted with all conditions affecting the work. In submitting a Proposal, Proposers warrant that they have made such site examination as they deem necessary to determine the condition of the site, its accessibility to materials, workmen and equipment, and to determine the proposer's ability to protect existing surface and subsurface improvements. Proposers shall also familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement. No claim for allowances—time or money—will be allowed as to such matters.

VIII. SUBMITTAL INSTRUCTIONS

The proposal must be received no later than 2 P.M. local time, on or before Tuesday, April 19, 2022, at the office of the:

Office of the City Clerk, City Hall
1315 Valley Drive
Hermosa Beach, CA 90254

The envelope or subject line should clearly indicate "Proposal for ~~(Project Name)~~ Sanitary Sewer Maintenance and CCTV Inspection" and Proposer's name and address shall appear in the upper left hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g., Envelope 1 of 3, as required.

The City will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the City.

IX. ADDENDA

The City reserves the right to revise the Contract Documents prior to the time set to receive proposals. Revisions, if any, shall be made by written Addendum. Any Addendum issued by the City shall be included in the proposal and made part of the

Contract Documents. Each Proposer shall leave with the City its name, address, phone and fax numbers, and e-mail address for the purpose of receiving notification of Addendum. Addendum will be published on the City's website. Proposers are responsible for ensuring that they have received any and all Addendum. Each Proposer should contact the City to verify that it has received all Addendum issued, if any, prior to the proposal opening. Failure to acknowledge receipt of all Addendum may result in proposal rejection.

X. GENERAL CONDITIONS

A. Amendments to Proposals

Unless specifically requested by the City, no amendment, addendum or modification will be accepted after a proposal has been submitted to City. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn, and the replacement proposal must be submitted prior to the deadline stated herein for receiving proposals.

B. Non-Responsive Proposals

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

C. Costs for Preparing

The City will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the City. The City will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

D. Cancellation

City reserves the right to cancel this request for proposals at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other associated marketing costs.

E. Price Validity

Prices provided by Proposers are valid for 90 days from the proposal due date. The City intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.

F. No Commitment to Award

Issuance of request for proposals and receipt of proposals does not commit the City to award a contract. City expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.

G. Right to Negotiate and/or Reject Proposals

City reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of City, such action shall serve its best interests and those of the tax-paying public.

H. Non-Discrimination

The City does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

Publication Date of RFP: Thursday, March 24, 2022

END INSTRUCTIONS TO PROPOSERS

**CITY OF HERMOSA BEACH
PROPOSAL SUBMISSION FORMS**

**SANITARY SEWER MAINTENANCE AND CCTV INSPECTION
RFP No. 22-002
Contract No. PW-MSA 22-001**

COST PROPOSAL

TO: CITY OF HERMOSA BEACH ("CITY")

DATE: _____

PROPOSER: _____ ("CONTRACTOR")

The undersigned declares that they have carefully examined the Contract Documents and Addendums No.(s)_____ and that they are thoroughly familiar with the contents thereof, and is authorized to represent the respective firm and propose services to City of Hermosa Beach.

It is understood that the price shown hereon includes all maintenance services described in the Contract Documents and shall be inclusive of all costs for the Proposer to accomplish the work.

The costs of any work shown or required in the Contract Documents, but not specifically identified as a Contract Pay Item are included in the Contract Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Contract Documents.

In accordance with the Contract Documents prepared by the Engineer, in accordance with the Special Provisions (Exhibit B), and in accordance with the Standard Specifications for Public Works Construction and Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

For each item, the averaged one-month maintenance cost shall be indicated and the total of these costs shall be extended for the term of the Agreement. Proposer must provide costs for all items below.

1st Year
July 1, 2022 to June 30, 2023

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush	\$	\$
2	60	HR	Emergency after Hours (2 hour response time)	\$	\$
3	5,000	HR	CCTV Inspections	\$	\$
4	60	HR	Hourly Cleaning Trouble Spots	\$	\$
5	15,000	LF	Trouble Spot Cleaning	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush	\$	\$
2	60	HR	Emergency after Hours (1 hour response time)	\$	\$
3	5,000	HR	CCTV Inspections	\$	\$
4	60	HR	Hourly Cleaning Trouble Spots	\$	\$
5	15,000	LF	Trouble Spot Cleaning	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

2nd Year
July 1, 2023 to June 30, 2024

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush	\$	\$
2	60	HR	Emergency after Hours (2 hour response time)	\$	\$
3	5,000	HR	CCTV Inspections	\$	\$
4	60	HR	Hourly Cleaning Trouble Spots	\$	\$
5	15,000	LF	Trouble Spot Cleaning	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush	\$	\$
2	60	HR	Emergency after Hours (1 hour response time)	\$	\$
3	5,000	HR	CCTV Inspections	\$	\$
4	60	HR	Hourly Cleaning Trouble Spots	\$	\$
5	15,000	LF	Trouble Spot Cleaning	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

3rd Year
July 1, 2024 to June 30, 2025

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush	\$	\$
2	60	HR	Emergency after Hours (2 hour response time)	\$	\$
3	5,000	HR	CCTV Inspections	\$	\$
4	60	HR	Hourly Cleaning Trouble Spots	\$	\$
5	15,000	LF	Trouble Spot Cleaning	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush	\$	\$
2	60	HR	Emergency after Hours (1 hour response time)	\$	\$
3	5,000	HR	CCTV Inspections	\$	\$
4	60	HR	Hourly Cleaning Trouble Spots	\$	\$
5	15,000	LF	Trouble Spot Cleaning	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

4th Year
July 1, 2025 to June 30, 2026

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush	\$	\$
2	60	HR	Emergency after Hours (2 hour response time)	\$	\$
3	5,000	HR	CCTV Inspections	\$	\$
4	60	HR	Hourly Cleaning Trouble Spots	\$	\$
5	15,000	LF	Trouble Spot Cleaning	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush	\$	\$
2	60	HR	Emergency after Hours (1 hour response time)	\$	\$
3	5,000	HR	CCTV Inspections	\$	\$
4	60	HR	Hourly Cleaning Trouble Spots	\$	\$
5	15,000	LF	Trouble Spot Cleaning	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

IN WITNESS WHEREOF CONTRACTOR executed this proposal as of date set forth:

Signature of Proposer: _____

Signer's Name: _____

Company Name: _____

Date: _____

SANITARY SEWER MAINTENANCE AND CCTV INSPECTION

RFP No. 22-002

Contract No. PW-MSA 22-001

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove, I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this Proposal may result in the termination of any contract between the City of Hermosa Beach and _____, and as a further result, the aforesaid firm may be barred from participation in future City contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind _____ to the terms of this affirmation.

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

Signature Date

Printed Name

Title

Company Name

END OF PROPOSAL SUBMISSION FORMS

CITY OF HERMOSA BEACH

AGREEMENT FOR SANITARY SEWER MAINTENANCE AND CCTV INSPECTION SERVICES

This Agreement for Sanitary Sewer Maintenance and CCTV Inspection Services ("Agreement") is made on this ___ day of _____, 2022, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and _____. (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. CITY proposes to contract for Sanitary Sewer Maintenance and CCTV Inspection Services as set forth below in this Agreement;
- B. CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide the services described in Exhibit A.

NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:

1. **SERVICES.** CONTRACTOR shall perform those services set forth in "Exhibit A" (Request for Proposal Document - Sanitary Sewer Maintenance and CCTV Inspection Services) which is attached hereto and incorporated herein by reference. By executing this Agreement, CONTRACTOR represents that it has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
2. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall be completed within the time period designated by CITY. The term of this Agreement shall be for the time period beginning _____, 2022 and ending on _____ unless extended in writing in advance by the CITY.
3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed those amounts as listed on pages P-___ through P-___ of Exhibit A. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing

the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.

4. **CONTRACT ADMINISTRATION.**

4.1. **CITY's Representative.** Unless otherwise designated in writing _____, Maintenance Supervisor shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

4.2. **Manager-in-Charge.** For the CONTRACTOR _____ shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

5. **TERMINATION.**

5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

6. INDEMNIFICATION.

6.1. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.2. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

7. INSURANCE REQUIREMENTS.

7.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

7.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

7.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.

7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 8.2.1 below.

7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including

materials, parts, or equipment furnished in connection with such work or operations.”

- 7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 - 7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 - 7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- 7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

7.6. **Nonpayment of Deductible.** The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR’S behalf upon the CONTRACTOR’S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.

8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the

CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

- 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
 - 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.
 - 9.4. **Prevailing Wages.** CONTRACTOR shall abide by the minimum prevailing rate of wages as determined by the State of California, Department of Industrial Relations for each craft, classification, or type of worker employed to carry out provisions of the Agreement. During the term of this Agreement, Contractor shall keep on file sufficient evidence of its employee compensation to enable verification of compliance of Prevailing Wages as established by State of California, Department of Industrial Relations.
10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract

with any person for performance of this Agreement who has such incompatible interest or obligation.

11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.
13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF HERMOSA BEACH
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Joe SanClemente, Director
Public Works Department

CONTRACTOR:

Attention: _____

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the _____
day of _____, 2007.

CONTRACTOR: (Company Name)

_____ (TITLE) _____

Contractors State License #: _____

CITY OF HERMOSA BEACH:

Department Director

Suja Lowenthal, City Manager

ATTEST:

City Clerk

PERFORMANCE BOND

(TO BE EXECUTED WITHIN 5 (FIVE) DAYS OF CONTRACT AWARD)

SANITARY SEWER MAINTENANCE AND CCTV INSPECTION SERVICES

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS the CITY of Hermosa Beach (Owner) has awarded to _____ as principal hereinafter designated as the "Contractor," a contract to provide _____ Maintenance Services.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the Owner in the penal sum of _____ (\$_____.___), which is one hundred percent of the total contract amount for the above stated project, to be paid to the Owner, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided on its or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court. Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the _____ day of _____, 2014.

CONTRACTOR

SURETY

Subscribed and sworn to this _____ day of _____, 2014.

Notary Public _____

PAYMENT BOND

(TO BE EXECUTED WITHIN FIVE (5) DAYS OF CONTRACT AWARD)

SANITARY SEWER MAINTENANCE AND CCTV INSPECTION SERVICES

THAT WHEREAS, the City of Hermosa Beach (Owner) has awarded to _____, as Contractor, a contract to provide _____ Maintenance Services.

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto the City of Hermosa Beach as Owner in the penal sum of _____ Dollars (\$_____.__) which is 100 percent of the total contract amount for the above stated project, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day of _____, 2014.

CONTRACTOR

SURETY

Subscribed and sworn to this _____ day of _____, 2014.

Notary Public _____

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF CALIFORNIA)
)ss
COUNTY OF)

_____ being first duly sworn, deposes and says that he is

_____ (sole owner, a partner, president, etc.)

of _____, the party making the foregoing bid, that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly, sought by agreements, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contractor or anyone interested in the proposed contract; that all statements contained in such bid are true and, further, that said bidder has not, directly or indirectly, submitted his bid price, or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agency thereof, or to any other individual, except to such person or persons who have a partnership or other financial interest with said bidder in his general business.

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Hermosa Beach prior to performing any work on this contract:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONTRACTOR: _____.

_____(TITLE)_____

Date

EXHIBIT A

SCOPE OF SERVICES

1.1 Summary of Work Covered by Contract Documents

- A. The Work covered under this contract includes sanitary sewer maintenance and CCTV inspection of the sewer line system of the City of Hermosa Beach.
- B. The Contractor is required to furnish all labor, materials, services, equipment, insurance, bonds, security, notifications, licenses, permits, and fees in accordance with applicable federal, state, and local regulatory requirements to complete the specified work in strict accordance with the Contract Documents. Any miscellaneous labor, equipment, and/or materials not specifically detailed or specified but required to complete the project shall be provided by the Contractor as an integral part of the work, at no increase in cost to the Owner.

1.2 Descriptions of Items in the Proposal Schedule

- A. The dimensions, measurements, and quantity of materials listed in this specification and on the construction drawings are estimated and are presented to give the contractor a description of the total scope of work. The contractor is required to visit the site to verify the existing conditions, quantities of materials, and amount and nature of the work required. The contractor is responsible for assuring that the proposal reflects all work required to accomplish this project.
- B. The following descriptions of Proposal Items are intended to clarify and expand on the description of Proposal Items in the Proposal Schedule. All items of work described shall be included in the amount proposal for that item.
 - 1. Proposal Item No. 1: Sewer-Line Hydro-Flush. Work under this item shall include furnishing all labor, materials and equipment to clean the existing pipe per the SSPWC, protection of existing sewer lines and maintenance access holes during cleaning, debris capture and removal, disposal of debris and fluids, maintenance of sewer service, and all other work items as required to complete the work in place. Payment for this item will be based on linear footage of pipe cleaned.
 - 2. Proposal Item No. 2: Emergency after Hours. Work under this item shall include furnishing all labor, materials and equipment to respond to

emergency call outs including, but not limited to, spill containment and clean up, protection of existing sewer lines and maintenance access holes during cleaning, all equipment necessary for heavy-duty mechanical cleaning, debris capture and removal, disposal of debris and fluids, maintenance of sewer service, and other work necessary. Arrival to the call out location is to occur within 2 hours per base proposal or 1 hour per alternative proposal from first initial call. Payment for this item will be based on hours of labor provided.

3. Proposal Item No. 3: CCTV Inspections. Work under this item shall include furnishing all labor, materials and equipment to perform a CCTV inspection per the SSPWC with documentation formatting per NASSCO, and all other work items as required to complete the work in place. Contractor is to provide to the City complete inspection session data folder including the NASSCO PACP exchange database. Payment for this item will be based on hours of labor provided.
4. Proposal Item No. 4: Hourly Cleaning Trouble Spots. Work under this item shall include furnishing all labor, materials and equipment to clean the existing pipe. Work includes removal of intruding roots and root balls in pipe joints, all equipment necessary for heavy-duty mechanical cleaning, and all other work items as required to complete the work in place. Payment for this item will be based on hours of labor provided.
5. Proposal Item No. 4: Trouble Spot Cleaning. Work under this item shall include furnishing all labor, materials and equipment to clean the existing pipe. Work includes removal of intruding roots and root balls in pipe joints, all equipment necessary for heavy-duty mechanical cleaning, and all other work items as required to complete the work in place. Payment for this item will be based on linear footage of pipe cleaned.
6. Proposal Item No. 5: Public Noticing. Work under this item shall include furnishing all labor and materials necessary to provide public notice to residents and businesses in locations with access or parking impacted by contractor during work. Notices should be given out at least 3 days ahead of work on the public right-of-way. Contractor to submit sample notice/door hanger for the City's review and approval prior to noticing. Payment for this item will be made at a lump sum price listed in Proposal Schedule.

2.1 Cleaning Equipment

- A. A minimum of 900 feet of 1-inch diameter high pressure hydro flushing hose.
- B. Two or more high velocity nozzles capable of producing a scouring action from 15 degrees to 45 degrees in all size lines to be cleaned. Nozzle skids shall be used for the appropriate size of pipe being cleaned. NOTE: Nozzle jet orifices shall be inspected periodically by Contractor and City representative to ensure jet diameter not to exceed 0.0860-inch diameter. Nozzle jets will be considered worn if a 3/32" drill bit can be inserted into the jet orifice. The nozzle shall then be removed from service. For nozzles with replaceable jets, the oversize jets shall be replaced before the nozzle can be used again.
- C. A root cutter attachment for 4" through 24" pipe.
- D. A high-pressure handgun for washing and scouring manhole walls, channels, shelves and manhole cover frames.
- E. A 1,500-gallon minimum water tank pump and a hydraulically driven hose reel.
- F. Equipment operational controls located above ground.
- G. Minimum working pressure of 1500 pounds per square inch at 60 G.P.M. rate.
- H. Centrifugal or positive displacement blower vacuum equipment suitable to remove all debris at the downstream manhole while the hydro flushing is being performed.
- I. Two (2) two-way hand held radios or cell phones for communication in easements

3.1 Cleaning Precautions

During sewer cleaning operations, satisfactory precautions shall be taken to prevent damage or cause flooding of public or private property being served by the sewer. Care shall be exercised in the selection and use of the cleaning tools to avoid pipe damage. Use of a nozzle skid is required to prevent accidental entry of nozzle into house connections

4.1 Sewer Cleaning Procedures

The designated sewer line segments will be cleaned using combination high-velocity jet with vacuum removal. The normal cleaning operation shall be to jet from the downstream manhole towards the upstream manhole thereby pulling any debris back to the downstream manhole. If no debris is present then a single pass shall be sufficient. If debris is encountered, the entire run shall be made repeatedly until debris is no longer present. At any sign of significant dirt and gravel, the cleaning operation for that pipe shall cease and the City shall be notified of a possible line break.

Once the appropriate traffic control has been placed, the Contractor shall wash the upstream manhole with the high-pressure water gun while being cautious not

to spray any surrounding vehicles or pedestrians. Any major defects in the manhole or the frame and cover shall be noted and brought to the attention of the City for remedy.

Selection of the equipment used will be based on the conditions of the sewer lines at the time work commences. The equipment and methods selected must be satisfactory to the City representative(s). The equipment shall be capable of removing dirt, grease, roots and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from the downstream manhole, the equipment will be set up on the upstream manhole and cleaning will again be attempted. If successful cleaning again cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the Contractor will notify the City representative(s) of this condition immediately for further instruction. Pullback rate on jetting shall not be greater than three feet per second.

The cleaning method shall be to jet from the upstream manhole down slope for washing purposes on pipeline segments with extremely steep slopes where the jetter nozzle fails to climb to the upstream manhole. Jet from the downstream manhole up slope so that the cleaning directions overlap. Water for cleaning will be from the closest available fire hydrant. The Contractor shall make arrangements with the local water agency for the water meters and any other equipment needed to get water from the local fire hydrant. Water costs will be paid by the Contractor directly to the water agency.

5.1 Permits And Access

Contractor shall acquire all required fees and licenses for any encroachment permits required by the City of Hermosa Beach when cleaning and inspecting are necessary in the public right-of-way. The City will reimburse Contractor for permit fees.

For easement cleaning where entry must be made onto homeowner's property, notice must be given for permission to enter property. Coordination of sewer cleaning will be made through the City representative, with notification one week in advance of the anticipated cleaning date. He/she will provide assistance with manhole access and make arrangements as needed for entry onto private property for the cleaning of easements.

Easements requiring additional manpower for making turns in manholes or for pulling the jetter hose will be the responsibility of the Contractor. Two-way hand held radios may be needed for communication.

6.1 Material Removed

The Contractor shall be responsible for the removal of debris from the pipeline and cleaning and/or re-cleaning the pipe wall to the City's satisfaction as proven by closed circuit television video (CCTV). All sludge, dirt, sand, rocks, roots, grease and/or other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which may cause line stoppages, shall not be permitted.

7.1 Material Disposal

Liquids shall be decanted and drained back to the sewer. All solids or semisolid resulting from the cleaning operations will be removed from the work site and disposed of at the Contractor's cost. All materials will be removed from the work site at the end of each workday. Under no circumstances will the Contractor be allowed to accumulate debris, etc. on the site of work beyond a single workday, except in totally enclosed lead and odor proof containers and as approved by the City.

8.1 Spill Reporting And Handling

Contractor shall immediately notify the City representative(s) of any manhole overflow or interruption/backup of customer service and the Contractor shall contain and control all overflow. The Contractor shall be responsible for any fines levied by others as a result of the Contractor's work.

If the Contractor is involved with a spill, he must:

- A. Immediately notify the City.
- B. Attempt to contain the spill to isolate it from entry to any waterways.
- C. Attempt to relieve the spill. Once the spill has been contained and relieved, the area must be cleaned up.
- D. Follow-up reports must be made. Once a spill is reported to the City, personnel will be dispatched for response.

Contractor shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow and any disruption of service costs to customers as a result of Contractor's work. This is in addition to any and all costs incurred by the City.

Contractor shall also notify the City immediately of any apparent non-contractor related spills and/or any abnormal conditions.

9.1 Confined Space Issues And Safety Issues

All manholes in this work are defined as Title 8 Permit Required Confined Spaces. The Contractor's attention is directed to the General Industry Safety Orders of the State of California, Article 108, Confined Spaces, Section 5157 (Title 8 of California Code of Regulations, Sections 5167, 5157, 5158). Contractor shall attend a safety

meeting with the City for the purpose of reviewing the Contractor's safety manuals, his knowledge of Title 8 and to discuss all safety aspects of the job.

All work shall be conducted from above ground. Manhole entry, if required, shall be conducted in strict accordance with permit required confined space entry regulations. These regulations include, at a minimum: entry permit, trained authorized entrants(s), attendants(s), entry supervisor(s), full body harness (with life line), mechanical retrieval device, continued forced air ventilation, continuous air monitoring, communication systems (minimum two types) and all other protective equipment that may be required. Work shall be conducted in accordance with all Federal, State and local laws and regulations.

The local fire department may be able to offer services for confined space rescue. Contractor shall make any and all arrangements necessary.

10.1 Traffic Control

All traffic control shall be in accordance with the latest edition of the Work Area Traffic Control Handbook (WATCH) and City regulations and based on the speed limits posted in the work zones. Flagmen may be required in some locations. Additional local regulations shall have precedence. Contractor shall apply for all traffic control permits and pay all fees and permits for said permits with Caltrans when working on Pacific Coast Highway. Safe and adequate pedestrian and vehicular access shall be provided in accordance the Standard Specifications for Public Works Construction, Latest Edition.

Note: Inadequate or improper signing and delineation for traffic control may be cause for the cancellation of the contract.

11.1 Work Plan

The Contractor shall prepare a weekly work plan and submit it one (1) week in advance to the City for review and approval. The plan shall verify the cleaning sequence and identify all the line sections to be cleaned based on City maps and sequence data provided. Plan may be amended for weather or local road maintenance or construction issues discovered by either party.

12.1 Work Documentation

Weekly reports based on the work plan shall be submitted for City review with the invoice for payment. Contractor's log sheets, with a section by section breakdown including comments, shall be maintained on site, in a legible manner, for review at all times. Comments on log sheets shall include notice of badly worn frames and covers, and badly deteriorated manhole concrete structures.

13.1 Crew Size

Contractor shall provide a minimum of a two-person crew at all times, one person shall witness the jetting nozzle reach the upstream manhole. A crew of three shall be utilized for all work in confined spaces. Additional personnel shall be utilized when needed for traffic control flagmen.

14.1 Sewer Line Video Inspection

A. General

Contractor will furnish all labor, materials, equipment and incidentals necessary for the video inspection of various lengths and sizes of sanitary sewers cleaned as a part of the specification. Sewer lines are typically VCP (vitrified clay pipe), PVC (polyvinyl chloride) and DIP (ductile iron pipe) and range in sizes from 4" to 24" in diameter.

Reverse setups (i.e. resetting the inspection equipment to begin inspection from the opposite manhole due to obstruction, etc.) shall be the responsibility of the Contractor. In the event that the CCTV camera encounters broken pipe or other condition where there is a possibility that continuation of the inspection could cause the camera to become stuck or result in additional pipe damage or collapse, it is the responsibility of the Contractor to discontinue the inspection and notify the City's representative.

B. Contractors Requirements

The Contractor's supervisor(s) performing the work shall be qualified to perform the work as noted in these specifications and have a minimum of five (5) years' experience in sewer line inspections. All CCTV operators shall be National Association of Sewer Service Companies (NASSCO) certified by successfully passing the Pipeline Assessment and Certification Program (PACP), the Manhole Assessment Certification Program (MACP), and the Lateral Assessment Certification Program (LACP). The methodology of evaluation, data collection and reporting criteria used for the NASSCO certification shall be practiced for all CCTV evaluation in this contract.

The Contractor's supervisor(s) must be able to communicate both verbally and in writing with City staff as well as with his crew. The Contractor's supervisor must demonstrate the capability to read, interpret and understand the Safety/OSHA requirements, City plans, drawings and specifications as necessary. All work and equipment utilized shall conform to FED-OSHA Title 8 Requirements, including, but not limited to work performed in confined spaces and/or gas hazardous environments. Contractor shall provide a minimum of a two-person crew at all times.

C. CCTV INSPECTION

A color MPEG-4 recording on high quality USB flash drive of the television inspection will be submitted to City representative(s), along with the required Inspection Report and log sheets in digital format. A digital USB flash drive will be submitted showing only the noted defects (JPEG format).

Contractors will use POSM Observation Management Software and keep data base updated after inspections.

CCTV equipment shall include video cameras, a video monitor, cables, power sources and all equipment necessary to perform a CCTV inspection per the Contract Documents. A backup camera shall be provided onsite at all times. The camera shall be specifically designed and constructed for the sanitary sewer. The camera will be operative in 100% humidity conditions. CCTV inspections shall be performed using a Pan-and-Tilt camera (with a minimum of 360x270 degrees rotation) video system. The camera and video monitor shall produce a minimum 460 lines of resolution. Illumination sensitivity shall be 3 lux or less. During inspection, lighting intensity shall be adjusted to minimized reflective glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered. Camera focal distance shall be adjustable through a range from 25mm (1 inch) to infinity.

Manual winches, power winches, TV cable 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. Whenever no remote-powered and controlled winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication, will be set up between the two manholes of the section being inspected to ensure that adequate communications exist between the members of the crew.

Contractor shall have camera cables, power cords and ancillary equipment capable of recording reaches of up to 1,500 feet in one direction.

Contractor shall have camera cables, power cords and ancillary equipment capable of recording reaches of up to 1,500 feet in one direction.

Contractor shall have an intrinsically safe portable gas monitor capable of detecting oxygen, hydrogen sulfide and combustible gases. The gas monitor shall be calibrated in accordance with the manufacturer's recommended frequency.

D. Types of CCTV Inspection

Standard Inspection.

Sewers will be assumed to be sufficiently clean for the camera to pass through the pipe. All of the technical specifications herein pertain to the Standard Evaluation, with the exception of "Preliminary Inspection", below.

Preliminary Inspection

For accurate sewer assessment, it should be inspected in its natural working condition. This method of inspection is to inspect the pipeline before cleaning to get a general idea of the condition of the pipe.

Only significant observations shall be noted.

In the event a blockage is encountered, a reverse setup shall be attempted.

Flow control does not apply.

Camera speed may be increased to a maximum 50 feet per minute.

E. Procedure

The portable gas monitor shall be used to test the manhole before opening the cover. Once it is determined to be safe, the cover shall be removed and the gas monitor shall continue testing the inside of the manholes if the camera equipment is not approved as intrinsically safe. Compliance shall be to CAL OSHA reference Title 8, Section 2305.4. The camera shall be lowered into the manhole and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate footage reading. The cable footage-counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall move through the pipeline in a downstream direction, whenever possible, at a maximum uniform rate of 30 feet per minute. The cable footage-counter shall measure the distance between each inspection segment from centerline to centerline. The counter shall be accurate to less than one percent error over the measured distance.

The operator shall pause the recording during non-activity periods to minimize any unnecessary recording. The audio shall only be engaged for the necessary narration of the recording so as to minimize unnecessary background noise and idle chatter.

The camera shall stop at all significant observations to ensure a clear and focused view of the pipe condition. Each observation shall be noted with a voice recording, with the exception of ongoing conditions such as hairline cracks and hair roots at most joints in which case a general observation shall be documented. The observations shall also be noted on the inspection report with stationing referenced. These observations shall include, but not be limited to:

- Laterals – open or sealed
- Laterals – protruding or defective
- Cracks
- Offset joints
- Open joints
- Sags
- Line deviations
- Siphons
- Missing sections
- Infiltration
- Debris
- Grease
- Roots
- Vermin

Operator shall provide a 360-degree pan of all manholes. The camera lens shall be kept clear of condensation and debris. Recorded footage showing steam, inadequate lighting, or other poor image quality will be cause for rejection and non-payment by the City. At predetermined times, during the contract period; the CCTV camera shall be pointed at a simple television chart that proves the camera's lack of distortion, resolution and the ability to view colors accurately. The resulting test shall be transferred onto USB Flash Drive so the recorded quality can be assessed. Recording with excessive distortion or discoloration shall be rejected.

F. CCTV Inspection Report

Upon completion of the CCTV inspection, the Contractor shall provide the City's representative with an Inspection Report that includes the following:

- Brief summary of the work performed
- Summary list of all pipeline segments inspected (i.e. manhole to manhole)
- All original recordings
- Summary list of recorded observations and defects

- If requested, photographs of major defects for each pipeline segment (in JPEG format)
- Sewer maps and plans provided by the City to the Contractor for purposes of the inspection
- Electronic files of inspection data

Minimum documentation shall consist of the Video Recording(s) and the Inspection Report. The Inspection Report for each segment shall be as specified above and shall contain the following as directed by the City.

1. Agency project or contract number
2. CCTV date
3. CCTV time
4. Weather condition
5. Contractor name
6. Contractor job number
7. Operator(s) name(s)
8. Street name or location
9. Cross street name or location
10. Surface material (asphalt, concrete, dirt, etc.)
11. Construction drawing number and sheet number
12. Manhole number (access point) – up stream
13. Manhole number (access point) – down stream
14. Manhole to manhole segment number
15. Manhole depth – up stream
16. Manhole depth – down stream
17. Basin or area (service area)
18. Direction of camera
19. Pipe – size
20. Pipe – shape
21. Pipe – material (and coating, if applicable)
22. Pipe – age
23. Pipe – slope
24. Pipe – drop (total invert elevation change)
25. Pipe – footage centerlines (on plan or map, if available)
26. Pipe – footage centerlines (on CCTV)
27. Pipe – flow up (percent of pipe at inlet or height of flow)
28. Pipe – flow down (percent of pipe at outlet or height of flow)
29. Pipe – joint lengths in feet
30. Observation descriptions
31. Schematic of pipeline showing laterals and observations and footage
32. Clock position of noted observations

33. Photographs of major defects or typical pipe condition
34. Notice of severely worn manhole covers
35. Notice of severely deteriorated manhole concrete structures
36. Notice of severely deteriorated manhole liners or coatings
37. Sewer pre-cleaned prior to inspection? Yes or no
38. Purpose of survey

A coding system, acceptable to the City's representative(s) shall be used to log all defects and observations discovered. A copy of the coding system shall be kept with the Contractor on-site. The Contractor shall cross-reference his coding and rating system to the National Association of Sewer Service Companies (NASSCO) coding and rating system, if available, on the Inspection Report and also the Summary List of Recorded Defects and Observations.

Voice recordings on the videotape shall be clear, complete and distinct. The audio description shall be made on a real time basis and not in any voiceover manner after the video image is recorded.

A vocal description shall be recorded at the beginning of each tape and at the beginning of each inspection while the "Initial Screen Text" is displayed. A voice recording shall also be performed during each observation and at the conclusion of each inspection. Inappropriate language or idle chatter are not acceptable and shall be grounds for rejection of work by the City Representative(s) in accordance with the Contract Documents. If rejected, the non-conforming inspection shall be corrected to comply, at no cost to the City.

Initial Screen Text

Each pipe segment (manhole to manhole) shall be identified with an initial screen text and voice recording and shall include the following:

- Agency project or contract number
- CCTV date
- CTV time
- Weather history
- Contractor name
- Contractor operator name(s)
- Street/location name
- Manhole number – up stream
- Manhole number – down stream
- Direction of camera – with or against flow
- Pipe material(s) – as specified on plans
- Pipe footage - as specified on plans

- Pipe size - as specified on plans
- Tape number
- Agency representative's name

Running Screen Text

During the CCTV inspection, the running screen shall show the running footage (distance traveled) and the following text information at the bottom of the screen:

- Manhole number – up stream
- Manhole number – down stream
- Pipe size
- Pipe length
- Date
- Time of day

The format of the above text information shall be as shown in the following example only:

“MH32_001/MH32_002 (12”-410’) 4/18/15 – 10:20 A.M.” The City, from maps or plans, will provide manhole numbers.

Ending Screen Text

At the end of each pipe segment, an ending screen text and voice recording shall include the following:

- “End of segment inspection”
- Condition that prevented complete inspection, if applicable

A City representative shall review and approve the screen layout prior to the first inspection on this contract. The display on the screen shall be temporarily moved or turned off as required to obtain the highest quality documentation of the pipeline defects.

15.1 City Equipment And Labor

The City’s equipment and labor, except for the City representative to monitor the work, shall not be utilized at any time.

16.1 Resealing Manhole Covers

Contractor shall reseal all manholes within 24 hours after work is completed with duct seal Cal Pico #CD-5, or equal. Work area around the manhole is to be swept clean of all debris.

17.1 Office For Inquires And Complaints

The Contractor shall maintain an office at some fixed place and shall maintain a telephone therein, listed in the telephone directory in his/her own name or in the file name by which he/she is commonly known, and shall at all time during the hours between 8:00 AM and 5:00 PM of each working day have a full-time employee at said office for the answering of inquires and for receiving complaints from the Director of Public Works. The Contractor shall maintain a written log of all complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such a log of complaints shall be open to the inspection of the Director of Public Works.

The Contractor shall make every reasonable effort to respond to complaints on the same day they are received and shall report to the Director of Public Works within twenty-four (24) hours as to the action taken concerning each complaint.

18.1 Public Relations

Contractor shall, in person or through his/her agent, investigate any complaint, which may concern, or be involved in, the performance of the contract. Contractor shall report to the Director of Public Works, or designee, the following working day as to the action taken with reference to the complaint and, when necessary, complete a Service Request, which will remain on file at City Hall. Complaints received before noon shall be answered the same day; complaints received after noon shall be answered the following day.

19.1 Working Time Limits

Working hours are Monday – Friday, 8:00 AM to 4:00 PM.

20.1 Emergency Call Back

The Contractor shall provide employees and equipment to respond to any after hour emergency, sewer plug or spill. A 24-hour contact phone number shall be provided by the Contractor. Contractor must respond within 30 minutes after being contacted by the City. Contractor must mobilize and have the appropriate personnel and equipment in the City of Hermosa Beach within two (2) hours from when the emergency phone call was received per the base proposal or within one (1) hour from when the emergency phone call was received per the alternative proposal. The emergency may require as Vactor truck and video camera vehicle. This response requirement includes nights, weekends, holidays, and all hours. For proposal purposes, costs for this service shall include all mobilization and hourly costs using a two-man, two-hour minimum service.

21.1 Damages

The Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages caused

by his/her actions. Any repairs and associated cost resulting from Contractor caused damage shall be the responsibility of the Contractor.

EXHIBIT B

SPECIAL PROVISIONS

Sanitary Sewer Maintenance and CCTV Inspection

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the "Standard Specifications for Public Works Construction 2021" (Greenbook). As a reference they have been arranged into a sequence which parallels the arrangement of the Standard Specifications.

TABLE OF CONTENTS

LIST OF SUBMITTALS

PART 1 – GENERAL PROVISIONS		SP-1
PREFACE:	STANDARDS SPECIFICATIONS AND STANDARD DRAWINGS	SP-1
<u>Section 1:</u>	<u>General</u>	SP-3
	1-2 Terms and Definitions	
	1-7 Award and Execution of Contract	SP-3
	1-7.3 Proposal	SP-3
	1-7.4 Examination of Plans, Specifications and Project Site	SP-4
	1-7.5 Interpretation of Drawings and Documents	SP-4
	1.7-6 Award of Contract	SP-4
	1.7-7 Execution of Contract	SP-5
	1-7.8 Return of Proposal and Guarantee	SP-6
<u>Section 2:</u>	<u>Scope Of The Work</u>	SP-7
	2-1 Description of Work	SP-7
	2-2 Permits	SP-17
	2-5.4 Contractor's Responsibility for Work	SP-17
	2-5.5 Notice and Service Thereof	SP-18
	2-5.6 Warranty of Title	SP-18
	2-10.1 Retention of Imperfect Work	SP-19
<u>Section 3:</u>	<u>Control Of The Work</u>	SP-19
	3-6 The Contractor's Representative	SP-19
	3-7.2 Precedence of Control Documents	SP-19
	3-8.1 General	SP-20
	3-13.4 Completion and Acceptance	SP-20
<u>Section 5:</u>	<u>Legal Relations And Responsibilities</u>	SP-21
	5-3.6 Laws	SP-21
	5-4.5 Liability Insurance	SP-21

5-7	Safety	SP-23
5-7.9	Emergency Provisions	SP-23
5-8	Laws to be Observed	SP-23
5-9	Fair Employment Practice Commission Certification	SP-25

Section 6: **Prosecution and Progress Of The Work** **SP-25**

6-1	Construction Schedule and Commencement of Work	SP-25
6-6.3	Working Day	SP-27
6-9	Liquidated Damages	SP-27

Section 7: **Measurement and Payment** **SP-28**

7-3.2	Partial and Final Payment	SP-28
7-3.9	Work Performed Without Direct Payment	SP-28
7-4.2	Basis for Establishing Costs	SP-28
7-4.3	Markup	SP-28

Section 400: **Protection and Restoration** **SP-29**

LIST OF SUBMITTALS

SUBMITTALS

Contractor shall submit the following submittals prior to starting construction:

1. Project Construction Schedule, Sequence, and Phase Plan
2. Copy of City Business License (Prime and Subcontractors)
3. Letters Identifying Site Authorized Contractor's Representative or "Superintendent" and Contractor's "Competent Person"
4. Emergency Phone Call List
5. Traffic Control Plans
 6. And others as requested by the Public Works Superintendent

PART 1 – GENERAL PROVISIONS

PREFACE: STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

The Standard Specifications for Public Works Construction written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California shall be the Standard Specifications of the Owner. All work shall conform to the 2021 edition, including supplements, of the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, and the Standard Drawings as issued by the City available at the time bids are opened unless otherwise specified in the Contract Documents.

The above referenced Standard Specifications, Special Provisions and Standard Drawings are hereby made a part of the Contract Documents.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

Section 1 General

Section 1-2 Terms and Definitions

Whenever in the Standard Specification in the following terms are used, they shall be understood to mean and refer to the following:

(a)	AGREEMENT	See Contract.
(b)	ALLEY	Shall mean any dedicated alley in the City of Hermosa Beach
(c)	BIDDER	An individual, co-partnership, association or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
(d)	BOARD	The City Council of the City of Hermosa Beach.
(e)	CHANGE ORDER	A written order to the Contractor by the City of Hermosa Beach directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the Contractor.

(f)	CITY	The City Council of Hermosa Beach or its designated representative.
(g)	CONTRACT	The written agreement between the City and the Contractor covering the Work.
(h)	CONTRACT DOCUMENTS	Documents including but not limited to the proposed forms, Special Provisions, Technical Provisions, Bonds, Insurance, Contract, and all Addenda setting forth any modifications of the documents.
(i)	CONTRACTOR	A person or organization identified as such in the Contract and is referred to throughout the Contract Document. The term Contractor means the Contractor or his/her authorized representative.
(j)	DAILY	Refers to normal hours of work from Monday through Sunday with the exception of holidays.
(k)	DAYS	When used to designate a period of time, days shall be in reference to calendar days, unless otherwise specified.
(l)	DIRECTOR OF PUBLIC WORKS	That person designated by the City Council as Director of Public Works or his/her designated representative.
(m)	EMERGENCY WORK	Shall be defined in Section
(n)	ENGINEER	The Director of Public Works/City Engineer or his authorized representative.
	LABORATORY	An established laboratory approved and authorized by the Engineer for testing materials and work involved in the contract.
(p)	LEGAL ADDRESS OF CONTRACTOR	The legal address of the Contractor to be the address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be mailed and delivered.
(q)	MAY	Shall be permissive.
(r)	REFUSE	All types of debris, including dirt, rock, paper, and leaves.
(s)	SHALL	Shall be mandatory.

(t)	SPECIFICATIONS	The written directions, provisions, and requirements pertaining to the work and to the quantities and qualities of labor, equipment, and materials furnished under this contract.
(u)	SUBCONTRACTOR	An individual, firm, or corporation supplying labor or labor and materials for work under this contract and whose contractual relationship is with the Contractor and not the City.
(v)	SUPPLEMENTAL AGREEMENTS	Written agreements covering exhibits, schedules, drawings, instructions, alterations, amendments, or extensions of the Contract.
(w)	WORKING DAY	Shall mean Monday through Sunday.

Section 1-7 Award and Execution of Contract

Section 1-7.3 Proposal

The following is in addition to the provision of Section 1-7:

The proposal shall be fully executed and submitted on the forms provided by the City and shall be enclosed in a sealed envelope marked and addressed as directed in the "Notice Inviting Bids".

If the proposal is made by an individual, it shall be signed and his or her full name and address shall be given; if it is made by a firm it shall be signed with co-partnership name by a general partner thereof, who shall also sign his or her known name, and the name and address of each member of such co-partnership shall be given; if made by a corporation, the name of the corporation shall be signed by its duly authorized officers and attested by the corporate seal.

Bidders are warned against making erasures or alterations of any kind on their Proposal. Proposals which contain omissions, erasures, alterations, conditions or additions not called for may be rejected.

At the time the Contract is awarded by the City, the Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Contract and shall be skilled and regularly engaged in the general class or type of work required by this Contract.

Section 1-7.4 Examination of Plans, Specifications and Project Site

The following is in addition to the provisions of Section 1-7:

Bidders shall read the specifications, examine the drawings and make their own estimates of the existing facilities and difficulties which will attend the execution of the work called for by the proposed contract, including local condition, uncertainty of weather and all other contingencies.

Bidders shall satisfy themselves by personal examination of the locations of the proposed work, and by such other means as they may choose as to actual conditions and requirements and as to the accuracy of the quantities stated in the Proposal forms. Information derived from the maps, plans, specifications, profiles, or drawings, or from the Public Works Superintendent or his assistants (or the Architects or their assistants), shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations is not guaranteed nor is any liability assumed by the City.

Section 1-7.5 Interpretation of Drawings and Documents

The following is in addition to the provisions of Section 1-7:

If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract Documents including the Specifications, or discovers discrepancies in, or omissions from, the Specifications or Drawings, he may submit to the Public Works Superintendent a written request for an interpretation or a correction thereof. Interpretations or corrections of the Contract Documents including the Specifications and Drawings, shall be made only by addendum duly issued by the Public Works Superintendent, and a copy of such addendum will be sent by certified mail, postage prepaid, or delivered to each person receiving a set of the Contract Documents whose address is known to the Public Works Superintendent and such addendum shall be considered a part of and incorporated in the Contract Documents.

Section 1-7.6 Award of Contract

The following is in addition to the provisions of Section 1-7:

After the Proposals have been publicly opened and read aloud, they will be checked for accuracy and compliance with all provisions as specified herein.

The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received.

Award of the Contract, if it be awarded, will be made by the Owner within 30 days after opening of the bids. Award will be made to the lowest responsible bidder.

In selecting the lowest responsible bidder, consideration will be given to the general competency of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. A showing of adequate financial resources may be required but will not alone determine whether a bidder is competent to undertake the proposed work.

Only manufacturers or contractors of established reputation, or their duly authorized dealers or agency, having proper facilities for the manufacture of the materials or equipment and for servicing same, or for proper execution of the work called for in the contract, will be considered in making the award.

Section 1-7.7 Execution of Contract

The following is in addition to the provisions of Section 1-7:

A bidder whose proposal is accepted shall properly sign a written contract with the City on the form attached hereto and return said contract together with good and approved bonds and insurance certificates as required by the Contract Documents within twenty- one (21) calendar days from the date of the mailing of a notice from the City to the bidder, according to the address given by him, of acceptance of his proposal. Contract bonds and certificates of insurance, if required, shall be filed in all instance before delivering any equipment, materials or performing any work under the contract; also before any purchase order shall be issued. An executed Power of Attorney form shall be submitted with all contract bonds herein specified.

If a bidder whose proposal is accepted fails or refuses to enter into a contract as herein provided, or to conform to any stipulated requirement in connection therewith, the money represented by his check or bidder's bond shall be refunded less the difference between the low bid and the bid of the bidder with whom the City enters into an agreement in accordance with the provisions of the Public Contracts Code Section 20174. At the discretion of the City an award may be made to the bidder whose proposal is next most acceptable to the City, and such bidder and his surety shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made.

A corporation to which an award is made may be required before the contract is finally signed to furnish evidence of its corporate existence, of its right to do business in California and of the authority of the officer signing the contract and bonds for the corporation to so sign.

Section 1-7.8 Return of Proposal and Guarantee

The following is in addition to the provisions of Section 1-7:

The check or bond of a bidder to whom the contract has been awarded will be returned to him after all of the acts, for the performance of which said security is required, have been fully performed. The checks or bid bonds of the second and third lowest bidders will be returned when the bidder to whom the contract has been awarded has properly executed all of the required Contract Documents. Check or bid bonds of other bidders will be returned when their proposals are rejected or in any event at the expiration of forty-five (45) days from the date of opening bids.

Section 2 Scope of Work

Section 2-2 Permits

The following is in addition to the provisions of Section 2-2:

Prior to beginning work, the Contractor shall obtain authorization and permits from the City of Hermosa Beach. The Contractor will be responsible to protect and preserve all property and improvements in accordance with Section 7-9 of SSPWC.

The Contractor must have or obtain a valid City of Hermosa Beach Business License in accordance with the provisions of the Hermosa Beach Municipal Code.

City Encroachment Permit

A City Encroachment Permit is required to work within public right-of-way and will be issued at no cost to the Contractor.

Other Encroachment Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain and pay, as required, for an encroachment permit from that entity.

Section 2-5.4 Contractor's Responsibility for Work

The following is in addition to the provisions of Section 2-5:

Until the formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall, subject to the insurance protection furnished in accordance with 5-4 hereof, bear the risk of accident, loss or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and otherwise correct damages to any portion of the work occasioned by any of the above causes before its acceptance.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and the proper temporary storage thereof.

Section 2-5.5 Notice and Service Thereof

Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

Notice shall be given to the City by personal delivery thereof to the City's Public Works Superintendent or by depositing the same in the United States mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

Public Works Department
City of Hermosa Beach
1315 Valley Dr.
Hermosa Beach, CA 90254

Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this Contract, postage prepaid and registered.

Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or persons last communicated to the party giving the notice, postage prepaid and registered.

Section 2-5.6 Warranty of Title

No materials, supplies or equipment for the work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants clear and good title to all materials, supplies and equipment installed and incorporated in the work, and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens, encumbrances or charges, and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for work covered by the Contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon; provided, that this shall not preclude the Contractor from installing metering devices or other equipment of utility companies the title of which is commonly retained by the utility company. Nothing contained in this section, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by

the Contractor for their protection, or any right under any law permitting such persons to look to funds due the Contractor, which are in the hands of the City. The provisions of this section shall be inserted in all subcontractor's and material contracts, and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into regarding such materials.

Section 2-10.1 Retention of Imperfect Work

The following is in addition to the provisions of Section 2-10:

If any portion of the work done or materials furnished under the contract proves defective or not in accordance with the specifications and contract drawings, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable in the opinion of the Public Works Superintendent, the Public Works Superintendent shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he shall make such deductions therefor in the payment due the Contractor as may be just and reasonable.

Section 3 Control of the Work

Section 3-6 The Contractor's Representative

The following is in addition to the provisions of Section 3-6:

The Contractor shall furnish the Public Works Superintendent with the name, address and business and home telephone numbers of the person responsible for the maintenance of barricades, traffic control signs, lights and other safety devices.

Section 3-7.2 Precedence of Contract Documents

The following supersedes the provisions of Section 3-7:

The order of precedence of contract documents shall be:

- | | |
|--------|--|
| FIRST | Requirements of law, including the Code and Ordinances of the City of Hermosa Beach. |
| SECOND | Permits from other agencies as may be required by law. |
| THIRD | Permits from City of Hermosa Beach Departments as may be required by law or ordinance. |
| FOURTH | The Contract. |
| FIFTH | The Bid Proposal. |

SIXTH	Addenda.
SEVENTH	Notice Inviting Bids.
EIGHTH	Instructions to Bidders.
NINTH	Technical Provisions.
TENTH	Plans.
ELEVENTH	Special Provisions of the Standard Specifications.
TWELFTH	Standard Plans.
THIRTEENTH	Standard Specifications for Public Works Construction
FOURTEENTH	Reference Specifications.

Change orders, supplemental agreements and approved revisions to Plans and Specifications will take precedence over documents listed above, except those listed as FIRST, SECOND and THIRD. Detailed plans shall have precedence over general plans.

Section 3-8.1 General

The following is in addition to the provisions of Section 3-8.1:

The Contractor shall submit the following submittals within 15 days of notification of the City's intent to award this contract:

- ◆ Work Schedule
- ◆ Material Data (catalog sheets) and Samples (where applicable)

The City will review and respond to all submittals within ten working days of receipt.

Section 3-13.4 Completion and Acceptance

The following is in addition to the provision of Section 3-13:

In addition to the guarantees as required in Section 2-4 of the Standard Specifications, the Faithful Performance Bond shall remain in full force and effect for a period of one year after acceptance of the work by the Owner to insure that defects, which appear within said period, will be repaired, replaced, or corrected by the Contractor, at his own cost and expense, to the satisfaction of the Public Works Superintendent within thirty (30) days after written notice thereof by the City.

Section 5 Legal Relations and Responsibilities

Section 5-3.6 Laws

The following is in addition to the provisions of Section 5-3:

Each bidder must submit with the Bid Proposal a fully executed Certificate of Non-Discrimination by Contractors. Bids will not be considered unless accompanied by the completed Certificate.

After the opening of bids and the determination of the low bidder, said low bidder shall submit to the Public Works Department, no later than 5:00 P.M. on the third working day following the bid opening, a completed "Fair Employment Practices Contractor Compliance Report".

The Contractor shall comply with all applicable provisions of Sections 1776, 1777.5 and 1777.7 of the California Labor Code. The Contractor shall be responsible for compliance with Section 1776 and shall insert a provision in all subcontracts requiring subcontractors to comply with said section.

The Contractor is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

Section 5-4.5 Liability Insurance

The following supersedes the provisions of Section 5-4:

The Contractor needs to name in their Liability Insurance the "Los Angeles County Regional Park and Open Space District" as additional insured.

The Contractor shall, at its expense, maintain in effect all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers licensed to sell insurance in the State of California and having a "A-" or higher rating in the latest edition of Best's Insurance Guide, and shall be subject to approval by the City's Risk Manager:

Workers' Compensation and Employer's Liability

- Workers' Compensation – coverage as required by law
- Employer's Liability – limits of at least \$100,000 per occurrence

Comprehensive General Liability

- Combined Single Limit - \$2,000,000

Automobile Liability

- Combined Single Limit - \$1,000,000

The automobile and general comprehensive liability policies may be combined in a single policy with a combined single limit of \$1,000,000.

All of the Contractor's policies shall contain an endorsement providing written notice shall be given to the City at least 30 calendar days prior to termination, cancellation or reduction of coverage in the policy

The Bodily Injury and Property Damage Liability policies shall contain the following:

1. An endorsement extending coverage to the City as an insured, in the same manner as the named insured as respects liabilities arising out of the performance of any work under the Contract. Such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.
2. "Severability of Interest" clause.
3. Elimination of any exclusion regarding loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.
4. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract.

Promptly on execution of the Contract, and prior to commencement of any work, the Contractor shall deliver to the City copies of all required policies and endorsements thereto on the forms supplied by the City.

The Contractor shall require and verify similar insurance on the part of its Subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Contractor under the Contract.

Any policy or policies of insurance that the Contractor or his Subcontractors elects to carry as insurance against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this contract shall include a provision waiving the insurer's right of subrogation against the City.

The cost of all insurance shall be included in the contractor's bid.

Instructions for completing the required endorsements and forms therefore are attached to these Special Provisions as Exhibits A-F.

Section 5-7 Safety

The following is in addition to the provisions of Section 5-7:

Section 5-7.9 Emergency Provisions

The following is in addition to the provisions of Section 5-7:

Unusual conditions may arise on the work which will require that immediate and unusual provision be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

Whenever, in the opinion of the City, an emergency exists of which the City is aware and against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by the progress of construction; and whenever, in the opinion of the City, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the Contract, then in that event the City may provide suitable protection to said interests by causing such work to be done and material to be furnished, as in the opinion of the City may seem reasonable and necessary, all at the expense of the Contractor.

Section 5-8 LAWS TO BE OBSERVED:

Subdivision 5-8.1: Laws and Regulations - The Contractor shall keep himself fully informed of all Federal and State laws, County and City ordinances and regulations which, in any manner, affect those engaged or employed on the work, the materials used in the work or the conduct of the work. If any discrepancy or inconsistency should be discovered in this contract or in the Plans or Specifications herein referred to, in relation to any such law, ordinance or regulation, the Contractor shall forthwith report the same in writing to the Public Works Superintendent. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this contract. He shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violations of any such laws, ordinances or regulations whether by himself or by his employees or his subcontractors or their employees.

Except as otherwise explicitly provided in these specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

All state laws, all county and city ordinances and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and works required to be done hereunder, shall be deemed to be and hereby are made controlling and part of these specifications.

Subdivision 5-8.2: General - The Contractor shall keep himself fully informed of all existing state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Subdivision 5-8.3: Eight-Hour Law - Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty \$25.00 (Twenty-five dollars) for each workman employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1815 thereof inclusive except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be compensated at not less than one and one-half (1 1/2) times the basic rate of pay as provided in Section 1815.

Subdivision 5-8.3: Prevailing Rate of Per Diem Wages - Pursuant to the provisions of Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates. The Federal Minimum wage rates for this project as predetermined by the United States Secretary of labor are set forth herein by addenda and in copies that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the federal minimum wage rates, if necessary, will be issued to holders. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in these Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of labor and the general prevailing wage rates determined by the Director of the California Department of Industries Relations for similar classifications of labor, the Contractor and subcontractor shall pay not less than the higher wage rate. The City will not accept lower State wage rates not specifically included in the Federal minimum wage determination. This includes "helper" (or other classifications

based on hours of experience) or any other classifications not appearing in the Federal wage rate determination. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractor, the Contractor and subcontractor shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

The Contractor shall comply with Labor Code Section 1775. In accordance with said section, the Contractor shall forfeit as a penalty to the City \$50.00 (fifty dollars) for each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Subdivision 5-8.4: Certified Payroll - Pursuant to Section 1776 of the Labor Code, the Contractor and/or subcontractors shall submit weekly to the City for each week in which any contract work is performed a certified copy of all payroll records. Should the Contractor fail to provide such payroll certificates, the City may withhold \$1,000.00 for each weekly payroll certificate not received from payment due.

Section 5-9 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION:

The Contractor's attention is directed to the requirements in Section 12990 of the Government Code for nondiscrimination and compliance employment programs.

Section 6 Prosecution and Progress of the Work

Section 6-1 Construction Schedule and Commencement of the Work

The following is in addition to the provisions of Section 6-1:

The Contractor's proposed construction schedule shall be submitted to the Public Works Superintendent within ten (10) working days after the date of the Notice of Contract Approval. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Public Works Superintendent will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods and clarify inspection procedures.

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Public Works Manager and the County Sheriff's Department or the City Police Department prior to beginning work.

The Contractor shall also notify the City of Hermosa Beach and the owners of all utilities and substructures not less than 48 hours prior to starting construction. The following utility companies list of names and telephone numbers is intended for the convenience of the contractor and is not guaranteed to be complete or correct:

Southern California Edison Co.	310/783-9332
The Gas Co.	310/605-7837
Verizon	818/837-0394
Hermosa Beach Police & Fire	310/524-2750
Time Warner (Cable TV)	310//216-4184
West Basin Municipal Water District	310/217-2411
Athens Services	626/934-4696
California Water Service Co.	310/257-1428
Underground Service Alert	800/227-2600
Los Angeles County Flood Maintenance	562/861-0316
Los Angeles County Public Works	626/458-3109

The Contractor shall submit periodic Progress Reports to the Director of Public Works by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

Section 6-6.3 Working Day

The following is in addition to the provisions of Section 6-6:

The Contractor's working hours shall be limited to the hours between 8:00 A.M. and 5:00 P.M., Monday through Friday. Deviation from normal working hours will not be allowed unless written permission has been duly obtained beforehand from the office of the City Public Works Superintendent. The Contractor shall provide adequate light for proper prosecution of the work, for the safety of the workmen and the public, and for proper inspection.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead and travel time. The service fees will be deducted from any amounts due to the Contractor.

The following days are considered holidays, and no work will be allowed on the project. Any work not completed and fully open to public traffic shall be maintained in a safe and delineated condition. Traffic control and safety devices shall be maintained at all times.

- New Year's Day**
- Martin Luther King, Jr. Birthday**
- President's Day**
- Memorial Day**
- Independence Day**
- Labor Day**
- Veteran's Day**
- Thanksgiving Day**
- Christmas Day**

Section 6-9 Liquidated Damages

The following is in addition to the provisions of Section 6-9:

The amount of liquidated damages is hereby amended to **\$1,000** for each consecutive calendar day.

Section 7 Measurement and Payment

Section 7-3.2 Partial and Final Payment

Section 7-3.2 is hereby deleted and replaced with:

The closure date for periodic progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the tenth day of the following month. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents.

Section 7-3.9 Work Performed Without Direct Payment

The following is in addition to the provisions of Section 7-3:

Tools and materials of any class for which no price is fixed in the Proposal, it shall be understood that such work, equipment, labor, tools and materials shall be provided without extra charge, allowance, or direct payment of any kind. The cost of performing such work or furnishing such equipment, labor, tools and materials shall be included in the unit bid prices in the Proposal and no additional compensation will be paid therefor.

Section 7-4.2 Basis for Establishing Costs

Section 7-4.2 shall be changed as follows:

(a) Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus the employer payments of payroll taxes, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by collective bargaining agreements.

Section 7-4.3 Markup

Section 7-4.3 shall be changed as follows:

(a) Work by Contractor. An allowance for overhead and profit shall be added to the Contractor's costs as determined under 3-3.2.2 and shall constitute the full and complete markup for all overhead and profit on extra work performed by the Contractor. The Contractor shall also be compensated for the actual increase in the Contractor's bond premium caused by the extra work. Equipment rates shall be determined utilizing the latest published Caltrans equipment rates for costs determined under each subsection in 3-3.2.2, the markup shall be:

(a) Labor	20%
(b) Materials	15%
(c) Tool and Equipment Rental	15%

(d) Other Items

15%

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's costs as determined under 3-3.2.2. An allowance for the Contractor's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the full and complete markup for all overhead and profit for the Contractor on work by the Subcontractor. For Contractor markup of Subcontractor's costs, the allowance shall be 10% on the first \$2,000 or portion thereof and 5% on costs in excess of \$2,000.

Section 400 Protection and Restoration

The following is in addition to the provisions of Section 400-1:

The Contractor shall protect in place existing landscaping, walls, planters, buildings and other improvements, and restore to its original condition in damaged during the project.



**Request for Proposals (RFP No 22-002)
Contract No. PW-MSA-22-001
SANITARY SEWER MAINTENANCE AND VIDEO INSPECTION**

Proposals due 2 P.M. Tuesday May 3, 2022



1788 N. Neville Street Orange California, 92865
www.empirepipecleaning.com

For:

City of Hermosa Beach

Office of the City Clerk
1315 Valley Drive
Hermosa Beach, CA 90254





REQUEST FOR PROPOSAL

FOR

City of Hermosa Beach

Sanitary Sewer Maintenance and CCTV Inspection

RFP No. 22-002

Contract No. PW-MSA 22-001

Proposals due Tuesday May 3, 2021 2 PM

Provided By:



1788 N. Neville St Orange CA. 92865

Provided For:

City of Hermosa Beach

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1315 Valley Drive

Hermosa Beach CA 90254





Contents

Summary and Background	3
Key Personnel and Staffing.....	4
.....	4
Firm Experience	6
Scope of Work and Work Proposal	7
Equipment	8
Sewer Cleaning Procedures.....	11
Large Diameter Cleaning	11
Combination Trucks.....	11
Cleaning Procedures.....	11
Cleaning Nozzles.....	12
Reporting.....	12
Cleaning Reports	12
Spill Reporting and Handling.....	13
GIS Tracking and Status.....	13
CCTV Inspection Procedures	13
Documentation and Deliverables.....	15
SAMPLE CCTV REPORT	16
.....	16
Traffic Control.....	18
Sub-consultants.....	19
Project Scheduling.....	19
GIS Collection and Reporting.....	19
Insurance and Contractual Requirements	21





Summary and Background

The City of Hermosa Beach is seeking a highly qualified team to furnish labor, materials, and equipment as required to provide maintenance services consist of cleaning approximately 211,000' of sewer lines and 800 manholes. Sewer lines are VCP, DIP and PVC and range in sizes from 4 to 24 inches in diameter. EPCE will provide trouble spot cleaning, CCTV Inspection, and on-call emergency services in addition to annual maintenance services. Empire Pipe Cleaning & Equipment, Inc (EPCE) has proven experience with all aspects required to provide sewer line cleaning and closed-circuit television (CCTV) inspection.

We are a licensed Contractor (CA License Number 363528) with the State of California and currently possess a C36 Plumbing and C42 Sanitation License. EPCE has proven experience with all aspects required to complete this work and is fully available to perform the work in accordance with the City's requirements. EPCE was incorporated on 8-27-75 and number is CO745801. California DIR Number is 1000017286.

EPCE is headquartered in Orange CA and currently we have 5 fulltime office staff and 15 fulltime field staff. We have been the service provider for the City of Hermosa Beach for over 20 years and have established a great working relationship with the public works staff. We have made significant investments in new equipment and technology to provide reliable equipment for this project.

EPCE provides collection system cleaning and CCTV Inspections using the latest in equipment and technology. We have been part of multiple Cleaning and CCTV Inspection projects for the City of Hermosa Beach. EPCE provides services including cleaning and video inspections of sewer and storm drain systems, smoke testing, hydro-excavation, and manhole Inspections including 3D scanning. We work with ESRI Arc Map Version 10.7 to download City shape files and integrate with our CCTV Inspection Software (POSM). Updates to the City GIS are available as an optional cost for items not included in the scope of work.





Key Contact information

Craig Van Thyne – Vice President

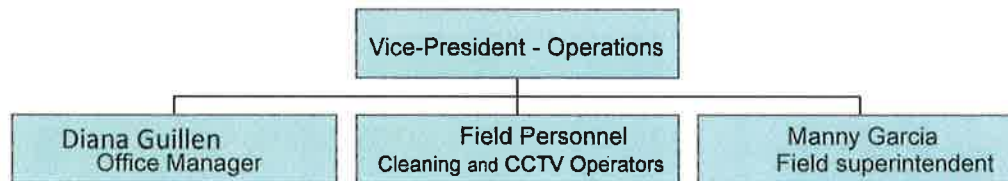
1788 N Neville St Orange CA 92865

Craig@Empirepipecleaning.com

Tel 714-639-8352 Fax 714-283-8578

www.empirepipecleaning.com

Key Personnel and Staffing



Craig Van Thyne, V.P./Operations – responsible for day-to-day operations. Mr. Van Thyne will oversee operations and manage the project. He will be in charge of office and field operation to ensure that the contract and scope of work is being followed. As Vice President of the company he has the final authority to sign and authorize project activities.

Education	December 1987 Colorado School of Mines Golden, CO Master of Science, Metallurgical Engineering
	December 1985 Iowa State University Ames, IA Bachelor of Science, Metallurgical Engineering

Professional experience	December 2000 to Present Empire Pipe Cleaning & Equipment Vice-President / General Manager Part owner of Pipeline Cleaning and Video Inspection Company. Responsible for operations, sales, and overall profitability.
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Certifications

NASSCO PACP Certified - U-034-276 License, Contractor license classifications C36 and C42

Dan Jacobson, Project Manager – Dan is responsible for workforce management and tracking and scheduling work. This includes compliance with the scope of work and ensuring that reports and deliverables meet the customers specifications.

Qualifications - Dan has been in the Engineering and Environmental Services Industry for over 12 years. Dan's background includes working in a civil engineering office and current experience with pipeline Cleaning and CCTV Contractors. Project experience includes Cities and Agencies, Engineering Firms, Military organizations, and water and sanitation districts.

Certifications:

NASSCO PACP/MACP/LACP Certified - 04-6113

First AID/CPR Confined Space Certified

Traffic Control Flagman Certified HAZWHOPER SCBA / SCUBA

Manny Garcia, Field Superintendent – Manny is responsible for managing field crews and scheduling. He will be working with City personnel to ensure that the work is being completed safely and in accordance with the scope of work. Manny will be the primary contact for day to day operations.

Qualifications – Manny has worked in the construction industry for over 8 years and has proven experience as a superintendent. He has certifications in safety, traffic control, first aid, and confined space.

Diana Guillen, Office Manager – Diana processes all incoming reports, tracks production using ESRI Arc View and Collector Software, she inputs the required electronic data and saves information on the appropriate folder on the EPCE Server. Report verification and invoicing are processed through her office. For this project she will track the daily production logs and update the team with project mile markers.





Firm Experience

City of La Palma

7822 Walker Street

La Palma, CA. 90623

CONTACT: Carlo Nafarette / Public Works Director, City Engineer

PHONE: 714-690-3312

CarloN@cityoflapalma.org

Current Service Provider 2010 to Present

Citywide Sewer Cleaning, Quarterly Hot Spots, Manhole and CCTV Inspections

Annual Contract Value \$165,000.00

City of Cerritos

18125 S. Bloomfield Ave.

Cerritos CA. 90703

CONTACT: Mary Anne Wozniak

PHONE: 310-603-0220

mwozniak@cerritos.us

Current Service Provider 2015 to Present

Annual Cleaning and maintenance of 320,000 Feet of Sewer Line Annual Sewer Cleaning, On Call, Trouble spots, and lift station services.

Annual Contract Value of \$265,000.00

City of Hermosa Beach

1315 Valley Drive

Hermosa Beach CA. 90254

CONTACT: Bradley Cocking

PHONE: 310-863-2159

efreeman@hermosabch.org

Current Services Provider 2003 to Present

1315 Valley Dr. Hermosa Beach CA. 90254

Annual Cleaning and Video Inspection of Sewer Lines

Annual Contract Value of \$155,000.00





City of Redondo Beach

531 N Gertruda Avenue

Redondo Beach, CA. 90277

CONTACT: Mario Carranza / Public Works Supervisor

PHONE: 310-318-0686

400,000 lineal feet / Citywide Cleaning and CCTV Inspection 2016-2017

400,000 lineal feet / Annual Sewer Cleaning 2018-2021

Total Value of \$375,000.00

Additional references available upon award

Scope of Work and Work Proposal

1. Scope of Work includes Annual Cleaning of 211,000 LF of sewer lines and 800 manholes. Additional services include quarterly trouble spot cleaning, on-call emergency services, and as needed CCTV Inspections.
2. EPCE will use a cloud-based GIS Platform to track the project and give weekly updates on work ahead schedule. This system records when the line is cleaned and attaches all the attributes of cleaning conditions and will be used to document the cleaning process.
3. EPCE will use Certified NASSCO PACP Operators for CCTV Inspections and will use NASSCO PACP Standard 7.0.
4. EPCE will perform the services for this contract under the normal city working hours.
5. We will perform traffic control to the latest MUTCD Specifications.
6. Our experience working in the city for many years gives us a deep understanding of the community. We will pay special attention to minimize and disturbances to residents and businesses.
7. Our experience working with the City of Hermosa Beach Staff has been good and we would look forward to working with them in the future.





Equipment

Since 2018 EPCE has purchased 4 new state of the art sewer cleaning trucks, 2 CCTV Inspection Trucks, and a new 3D Scanning Manhole Inspection unit. These trucks will provide our customers with enhanced cleaning capabilities, environmentally friendly, and a lower use of local water resources. These trucks would provide City of Hermosa Beach with reliable and efficient equipment. Our newest acquisition is two BUCHER 315 Recycler Trucks that drastically reduces the need for water and is capable of all sizes of sewer pipe.

2 – Recycle Combination Truck Uses 90% recycled water from the collection system to clean the pipes.

- ❖ This Truck is ideal for all sizes of sewer pipes and can operate up to 125 GPM at 2500 PSI / 1.25" diameter Hose



- ❖ **4- Combination Trucks-** Vector, Bucher, and Vac Con Combination Trucks for safety, reliability and productivity. The Trucks provide up to 80 GPM at 2500 PSI, up to 800' of 1" sewer cleaning hose and a 3-stage fan or D.P. vacuum system.





- ❖ **1 -Specialty Easement Cleaning truck with 1200' of cleaning capability-** This truck is specific to strictly Jet Cleaning. Sewer Cleaning Hose capability of 1200'. It is ideal for easement type cleaning and difficult to reach areas.
- ❖ **4 -Fully Operational and Self-Sufficient CCTV Trucks-** CCTV Inspection trucks are equipped with Ibak, RST, and Envirosight inspection systems. Software collection utilizes POSM, Granite, or WinCan. We will utilize POSM for this project.



- ❖ **Envirosight CCTV Inspection and Pipeline Scanning Truck –** This unit contains the latest technology in CCTV Inspection and Pipeline scanning where images are collected in 3D and unfolded to 2D for detailed NASSCO PACP assessments.





- ❖ **Data Post Processing Services-** Data services allow EPCE to transfer data from POSM into other specific databases. We can retrieve projects that are archived if the client's data is corrupted or lost due to unforeseen events.
- ❖ **GIS Data Integration Services and Maps-** EPCE utilize ARC View 10.7 for their GIS Platform. This software allows EPCE to produce a visual report for the CCTV and cleaning services that completed. We can update, edit and design GIS systems and produce maps to show location and details of a specific item, asset, or data range. CCTV and cleaning data can be linked to the shape files. If this level of service is required, EPCE can provide them at additional cost



Manhole Inspections- EPCE has performed thousands of manhole inspections using conventional pole camera technology. We now use 3D Manhole Scanning with Envirosight CleverScan Technology that delivers a high-resolution flat scan for 3D visualization. The resulting 3D image can be reviewed using NASSCO MACP rating systems and allows a rotating virtual image of the manhole.





Sewer Cleaning Procedures

The RFP outlined Cleaning approximately 211,000 LF of sewer lines with 800 manholes between 4" and 24" diameter sewer lines with a majority between 6" and 8" diameter. EPCE uses two-man crews in Cleaning and CCTV Trucks. Each truck has safety lighting and cones to properly secure the sites for work. Additional traffic control will be provided when required.

Large Diameter Cleaning

Large Diameter Cleaning when needed will utilize the 2018 Bucher Recycling Truck which is able to clean the sewer lines while filtering and reusing the water in the sewer to clean the debris. Special tools with high pressure cleaning results in efficient cleaning of larger diameter pipes. Combination Cleaning Machines are capable of cleaning all sizes of sewer lines.

Combination Trucks

EPCE will provide combination cleaning trucks with pumps capable of 80-125 GPM up to 3000 PSI with 1" diameter hose up to 800 feet in length. Vacuum capabilities are provided by three stage fans or Positive Displacement Units. EPCE has a Jet-Rodder with 1200 feet of hose for those locations that have difficult to reach access or easement locations.

Cleaning Procedures

EPCE will clean the sewer segments from the downstream manhole and ensure that the nozzle has reached the upstream manhole before pulling the nozzle back to the downstream manhole until the entire length of the sewer has been cleaned. Pull back rate shall not exceed 30 feet per minute. Any debris or solids will be vacuumed at the downstream manhole and shall not be passed downstream. Any manholes not accessible will be noted on the cleaning reports. These lines will be cleaned from the adjacent upstream or downstream manhole. The number of passes will be dictated by the amount and type of debris. Standard maintenance is typically 1-2 passes per the Green Book Standards.





structural and maintenance severity of the pipeline segments utilizing a 1 to 5 defect rating system for each assessment. POSM allows for easy integration with many GIS Platforms. We will utilize the City's GIS to pre-populate the POSM Session data. Pipe ID's will be used for each section of the pipe. Our CCTV Trucks have ample space for third party viewing if needed. Missing invert data referenced in the RFP will be updated by the CCTV Inspection crews.

POSM Digital Software Collection System allows the user to choose various settings for video recording. This includes the resolution, MPEG Format, and type of video file. Normally we record in MPEG 4 format since this produces the best quality for the given storage size. Resolution will be a minimum of 352 x 240 but can be changed if storage size dictates differently.

We will be using specialized sewer camera equipment produced by RS Technical Services, Ibak, and Envirosight Technologies. Cameras can focus in all sizes of pipe. The color cameras have pan and tilt heads with a 330-degree axle rotation, 270-degree lateral swing for a 360-degree view of lateral pipelines. Lighting is provided by led or halogen lamps adjustable (and auto-focus) through iris settings to ensure proper light settings. The camera is mounted on a motor driven tractor or chain driven crawler. High-resolution video is recorded digitally in the CCTV Van via Computer (data acquisition system) and RS 232 video interface.

CCTV inspection will start at the manhole panning the manhole for overall condition and any noted observations. The camera will be inserted into the upstream manhole and at which time the footage counter will be set so the camera front lens is positioned where zero feet is the entrance of the pipe. Inspections will start at the upstream manhole and continue to the downstream manhole. When the upstream utility hole has access issues, a reverse run will be utilized. There may be conditions where starting on top of the manhole is not feasible such as manhole location or buried manholes. Whenever this condition exists, we will contact the Project Manager. Inspections will be limited to pipes with 25% maximum flow.

Any assessments that cannot be inspected from manhole to manhole are listed as MSA – Survey Abandoned. The Reverse Run will be completed from the opposite manhole. If the reason for this MSA is not a cause for a Red Flag Condition, it will be noted in the problem area report and conveyed to the City. Any red flag conditions will be reported immediately to the City. NASSCO PACP Grade 5 defects will be reported to the city within 7 days of discovery.

In the event of a line blockage where the CCTV camera is unable to pass a reach of pipe between two manholes, EPCE will move the camera to the downstream manhole and continue inspecting the reach in an upstream direction. If again the camera fails to pass the entire reach,





the inspection of this reach shall be considered complete and flagged. EPCE will notify the City and the Engineer's immediately of "Red Flag" conditions.

If a manhole not listed in the database is found, a new inspection will be started using UPS MH_A for downstream inspections and DSMH_1 for upstream inspections. The added structures and inspections will be noted in the progress report.

Overlay and running screen text referenced in the RFP will be adhered to and will be confirmed upon award at the project kickoff meeting. We have lateral launch capabilities and all our CCTV operators are NASSCO PACP, LACP, and MACP certified. Lateral launch inspections are not part of the scope of work that we are providing pricing and would be additional in scope. We are assuming these inspections will be limited to special conditions.

Situations that require entry into manholes will follow EPCE protocol and CAL OSHA Standards for confined space. EPCE will follow safe practices while working on the project.

Documentation and Deliverables

The POSM database, digital video and photographs, and reports are recorded on a removable hard and backed up daily on External Hard Drives and Office Servers. Hard Drives will be supplied which will include the comprehensive POSM and NASSCO Data including video and photograph files. POSM allows the user to review an index of all inspections completed with a quick method to review assessments. A summary report of incomplete inspections and cause will be provided during the project and at the end for review.

POSM office version is available and when connected with the hard drive data, the CCTV inspections can be reviewed. The following features are available.

- Summary of all inspections with indexing
- Video and Images associated with each inspection
- The plot of the pipe with the defects shown with distance in the pipe
- NASSCO PACP Defect report for Structural and Maintenance with ratings
- Observation Reports with images





SAMPLE CCTV REPORT

		Craig Van Thone 714.639.8352 Address: Orange CA Operator: Robert Chisholm	
Project Information 1			
Surveyor Name	Client/Company	Contract Number	U-105-575
Contract	Address	Customer	La Palma
Change Area	PO Number		
Pipe Segment Reference	Dist	Date	01/20/12 11:43
Street	Address Eo	City	La Palma
Manholes			
Upstream MH	18114	Manhole Inset (ft)	
Circle to Inset (ft)		Man to Circle (ft)	
Downstream MH	03094	Manhole Inset (ft)	
Circle to Inset (ft)		Man to Circle (ft)	
Flow Dir	Survey	Direction of Survey	Downstream
Pipe			
Height (Diameter)	8	Width	Vertical Clay Pipe
Shape	Circle	Material	
Using Inverted		Pipe Inset Length	
Total Length		Length Surveyed	336.6
Year Laid		Year Replaced	
Misc			
Flow Control	Not Controlled	Media Label	0317-004
Purpose	Routine Assessment	Run Number	15
Pre-Cleaning	Dring	Date Cleared	01/20/12
Weather	Dry	Location Code	Light Highway
Additional Job		Location Details	
Camera			
Max Height	0	Max Depth	0
Max Height	0	Checked	0
Checked	0	Checked	0
Checked	0	Checked	0
Checked	0	Notes Location	

Created with the PCCGM report generator

Distance	Fault Observation	Time	Picture
10.8	Tap Factory Active Position: 3 Severity: None Size: 4	01:28	
18.0	Tap Factory Active Position: 9 Severity: None Size: 4	01:55	
21.3	Tap Factory Active Position: 5 Severity: None Size: 4	02:16	

Distance	Fault Observation	Time	Picture
26.1	Tap Factory Active Position: 9 Severity: None Size: 4	02:46	
31.6	Tap Factory Active Position: 3 Severity: None Size: 4	03:09	
02.3	Water Level Sag Severity: None Cont Defect: 501 Percent: 25 Strud Weight: 2	04:07	

Date: 01/20/12 11:05:00 AM
 Street: Andrew Dr
 Length Surveyed: 336.6
 Height (Diameter): 8
 Street: Andrew Dr
 PQ Number:

Pipe Segment Reference: 03328-03290
 Upstream MH: 03338
 Downstream MH: 03096
 Direction of Survey: Downstream
 Material: Vertical Clay Pipe
 Pipe Check Struct Num: 28
 Pipe Check Inset Num: 0
 Pipe Check Overall Num: 28

Distance	Fault Observation	Time	Picture
0.0	Manhole Severity: None Remarks: 03338	20	
0.0	Water Level Severity: None Percent: 10	39	
0.0	Tap Factory Active Position: 9 Severity: None Size: 4	01:10	





Traffic Control

All of our cleaning trucks have mounted signal boards, beacon flashers, and traffic cones. The equipment contained on each truck satisfies traffic control requirements for typical right of way residential applications. Additional arrow boards and equipment will be supplied for higher traffic requirements.



Applications that have higher traffic volumes and conditions that require additional equipment will be coordinated by the Project Manager and City staff. Traffic control will be handled through our office with a field representative to provide support. Traffic cones and appropriate signs will be used, and the WATCH Manual Standard will be used for maintaining traffic. Cone tapers will be adjusted to traffic conditions and speeds. EPCE works in high and low traffic conditions daily and is familiar with the traffic standards to ensure safety. Cal Trans Standards will be followed for those streets that apply.



Traffic Control will be setup as required per the WATCH manual handbook Scheduling for normal right of way sewer lines cleaning will be Monday through Friday typically 7 A.M. to 4 P.M. There will be times when low flow conditions or low traffic times are needed, and night work may be required. We will coordinate with the City for these sections..

This proposal assumes there will be a no fee encroachment permit issued for this project. We are not anticipating site specific traffic plans or permits or associated costs but will comply with city requirements for traffic control.



Sub-consultants

Empire Pipe Cleaning and Equipment, Inc will not be using any sub-contractors.

Project Scheduling

Annual Cleaning will be scheduled with the city and typically takes place in the Fall. Quarterly trouble spots will be scheduled with the city. CCTV Inspections which are typically on-call services will be scheduled either as an emergency or 1-2 day scheduling as needed and EPCE will coordinate with the City of Hermosa Beach Public Works Director and Field Personnel for scheduling and updates.

GIS Collection and Reporting

EPCE has developed collection system that allows our operators to capture cleaning data live in the field. This data is GIS/ESRI based software that is used to track the sections cleaned and record attributes of the cleaning procedures. Data is collected includes date, truck number, Operator, manhole and pipe id's, footage recorded, size of pipe, and conditions of debris observed. Photos can be attached to the pipe id for unusual observations. This data is used to produce the cleaning report which is submitted to the city with the invoice for verification of sewer line segments completed. We also use this data to provide look ahead schedules and send these notices every 1-2 weeks. This gives public works department and the community advance notice of the working locations.

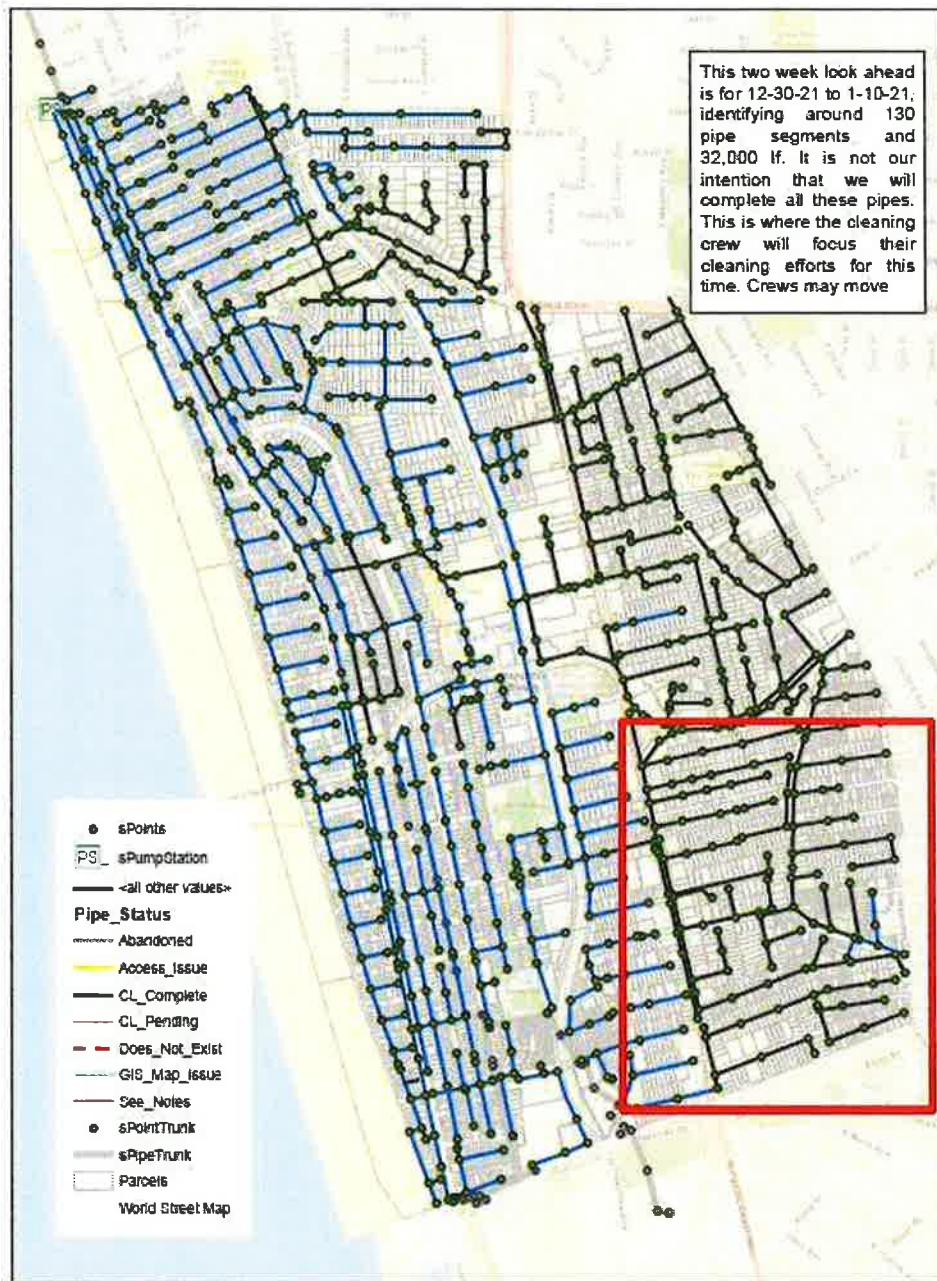
Hermosa Beach Sewer Cleaning Report 3-1-22 to 3-7-22

Date_Cleaned	Pipe ID	Size	US Manhole	DS Manhole	Street_Nam	Footage	Pipe_Status	Operator	Truck	Debris	Roots	Grease	Notes
3/7/2022 20:05	515 514	10	515	514	Valley park	221	CL_Complete	Amador	111	3	0	2	
3/7/2022 20:16	538 511	6	583	511	Valley park	212	CL_Complete	Amador	111	2	2	2	
3/7/2022 20:15	512A 511	10	512A	511	Valley park	111	CL_Complete	Amador	111	2	2	2	
3/7/2022 20:12	582 582A	8	582	582A	Valley park	203	CL_Complete	Amador	111	2	0	2	
3/7/2022 20:11	514 513	10	514	513	Valley park	220	CL_Complete	Amador	111	3	0	2	
3/1/2022 21:35	538 537	8	538	537	Gould Ave	180	CL_Complete	Amador	116	3	0	0	
3/1/2022 8:25	550 549	8	550	549	La Carlita Pl	225	CL_Complete	Amador	116	2	3	0	
3/1/2022 20:27	549 548	8	549	548	30TH ST	185	CL_Complete	Amador	116	2	1	0	
3/1/2022 20:30	547 546	8	547	546	Easement	295	CL_Complete	Amador	116	2	1	0	
3/1/2022 20:31	546 545	8	546	545	Easement	295	CL_Complete	Amador	116	2	3	0	
3/1/2022 20:32	545 544	8	545	544	Easement	102	CL_Complete	Amador	116	3	3	0	
3/1/2022 20:34	544 543	8	544	543	Gould Ave	172	CL_Complete	Amador	116	1	3	0	
3/1/2022 20:36	551 543	8	551	543	El Oeste Ave	204	CL_Complete	Amador	116	2	2	0	
3/1/2022 20:35	552 551	8	552	551	El Oeste Ave	270	CL_Complete	Amador	116	1	1	0	
3/1/2022 20:37	543 542	8	543	542	Gould Ave	300	CL_Complete	Amador	116	3	3	0	
3/1/2022 21:31	542 541	8	542	541	Gould Ave	300	CL_Complete	Amador	116	2	3	0	
3/1/2022 21:32	541 540	8	541	540	Gould Ave	220	CL_Complete	Amador	116	2	3	0	
3/1/2022 21:34	539 538	8	539	538	Gould Ave	17	CL_Complete	Amador	116	1	0	0	
3/1/2022 21:34	553 539	8	553	539	Gould Ave	65	CL_Complete	Amador	116	2	0	0	
3/1/2022 21:33	540 539	8	540	539	Gould Ave	200	CL_Complete	Amador	116	2	3	0	
3/7/2022 20:11	513 512	10	513	512	Valley park	102	CL_Complete	Amador	111	3	0	2	
3/1/2022 20:33	544A 544	8	544A	544	Gould Ave	145	CL_Complete	Amador	116	2	3	0	
3/7/2022 20:13	582A 512	8	582A	512	Valley park	118	CL_Complete	Amador	111	3	0	2	
3/7/2022 20:14	512 512A	8	512	512A	Valley park	76	CL_Complete	Amador	111	3	0	2	
Total Footage 4498													





City of Hermosa Beach Two Week look Ahead Sewer Cleaning 2021





Insurance and Contractual Requirements

Empire Pipe Cleaning will comply with any insurance requirements and will supply any certifications needed to support the project.

Contact Information

Empire Pipe Cleaning & Equipment, Inc.

Craig Van Thyne , Vice-President

1788 N. Neville St

Orange, CA 92865

Contractor's License 363528 C36, C42

Tel 714-639-8352 Fax 714-283-8578

Craig@Empirepipecleaning.com

www.empirepipecleaning.com

We look forward to working with you in the future





1788 N. Neville Street Orange California, 92865
www.empirepipecleaning.com

Date: April 14, 2022

Proposal to the City Council

SANITARY SEWER HYDRO-FLUSHING AND VIDEO INSPECTION

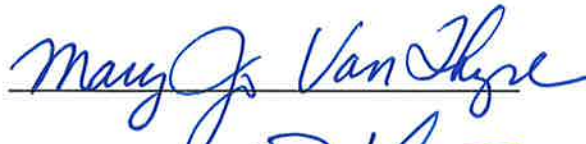

PROPOSAL

The undersigned, as bidder, declares that: (1) this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein; (2) bidder has carefully examined the specifications, instructions to bidders, proposal, notice to Contractors and all other information furnished therefore and the sites of the proposed work; and (3) bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this agreement is awarded to bidder, to enter into an agreement with the City Council of the City of Hermosa Beach to perform said proposed work in accordance with the terms of the specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary to do said work, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated prices as submitted and attached hereto.

Corporation: Empire Pipe Cleaning & Equipment, Inc
1788 N Neville St
Orange, CA 92865
Contractor License Number 363528 Type C42 and C36

Officers:

President: Mary Jo Van Thyne

Vice President and Secretary: Craig Van Thyne

Empire Pipe Cleaning & Equipment, Inc
CONTRACTOR'S INDUSTRIAL SAFETY RECORD

To be submitted with each bid to contract for:

Project Identification Sanitary Sewer Maintenance and CCTV Inspection Agreement

Bid Date 4/26/2022

The information must include all work undertaken in the State of California by the bidder and partnership joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual bidder. The bidder may attach any additional information or explanation of data, which he would like, taken into consideration in evaluating the safety record. An explanation must be attached of the circumstances surrounding any and all fatalities.

Record of Last Five (5) Full Years

Year of Record		2017	2018	2019	2020	2021
1.	No. of Contracts	14	13	12	12	13
2.	Total dollar amount of contracts (in thousands of dollars)	3.5m	3.7m	3.9m	3.8m	3.7m
3.*	No. of Fatalities	0	0	0	0	0
4.*	No. of lost workday cases	0	0	2	1	1
5.*	No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	1
6.*	No. of lost workdays	0	0	26	300	160

*The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary - Occupational Injuries and Illnesses, OSHA No. 102.

SANITARY SEWER MAINTENANCE AND CCTV INSPECTION

RFP No. 22-002


Contract No. PW-MSA 22-001

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove, I affirm that:

- All information provided is true and correct to the best of my knowledge, and;
- I understand that a materially false statement willfully or fraudulently made in connection with this Proposal may result in the termination of any contract between the City of Hermosa Beach and Empire Pipe Cleaning & Equipment, Inc., and as a further result, the aforesaid firm may be barred from participation in future City contracts as well as be subject to possible criminal prosecution, and;
- I have legal authority to bind Empire Pipe Cleaning & Equipment, Inc. to the terms of this affirmation.

FOR PROPOSAL TO BE VALID, THIS SHEET MUST BE SIGNED

 _____ Date
Signature

CRAG VAN THYNE _____
Printed Name

VICE - PRESIDENT _____
Title

Empire Pipe Cleaning & Equipment, Inc _____
Company Name

END OF PROPOSAL SUBMISSION FORMS

CITY OF HERMOSA BEACH
PROPOSAL SUBMISSION FORMS

SANITARY SEWER MAINTENANCE AND CCTV INSPECTION
RFP No. 22-002
Contract No. PW-MSA 22-001

COST PROPOSAL

TO: CITY OF HERMOSA BEACH ("CITY")

DATE: 4/25/2022

PROPOSER: Empire Pipe Cleaning & Equipment Inc. ("CONTRACTOR")


The undersigned declares that they have carefully examined the Contract Documents and Addendums No.(s) 1, 2 and that they are thoroughly familiar with the contents thereof, and is authorized to represent the respective firm and propose services to City of Hermosa Beach.

It is understood that the price shown hereon includes all maintenance services described in the Contract Documents and shall be inclusive of all costs for the Proposer to accomplish the work.

The costs of any work shown or required in the Contract Documents, but not specifically identified as a Contract Pay Item are included in the Contract Pay Items, and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Contract Documents.

In accordance with the Contract Documents prepared by the Engineer, in accordance with the Special Provisions (Exhibit B), and in accordance with the Standard Specifications for Public Works Construction and Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

For each item, the averaged one-month maintenance cost shall be indicated and the total of these costs shall be extended for the term of the Agreement. Proposer must provide costs for all items below.

 4/25/2022
VICE-PRESIDENT

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$ 0.63	\$ 132,930.00
2	60	HR	Emergency after Hours (1 hour response time)	\$ 350.00	\$ 21,000.00
3	5,000	LF	CCTV Inspections	\$ 0.75	\$ 3750.00
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$ 300.00	\$ 18,000.00
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$ 0.83	\$ 12,450.00
6	1	LS	Public Noticing	\$ 500.00	\$ 500.00
			Total (Alternative Proposal)		\$ 188,630.00

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN FIGURES \$ \$188,630.00

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN WORDS _____

One hundred eighty-eight thousand six hundred thirty dollars and zero cents

In the event of a conflict between the numbers give in figures and in words, the words shall control.

2nd Year
July 1, 2023 to June 30, 2024

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$ 0.65	\$ 137,150.00
2	60	HR	Emergency after Hours (2 hour response time)	\$ 375.00	\$ 22,500.00
3	5,000	LF	CCTV Inspections	\$ 0.75	\$ 3750.00
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$ 315.00	\$ 18,900.00
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$ 0.85	\$ 12,750.00
6	1	LS	Public Noticing	\$ 500.00	\$ 500.00
			Total (Base Proposal)		\$ 195,550.00

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ 195,550.00

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

One Hundred Ninety five thousand five hundred fifty dollars and zero cents

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$ 0.65	\$ 137,150.00
2	60	HR	Emergency after Hours (1 hour response time)	\$ 375.00	\$ 22,500.00
3	5,000	LF	CCTV Inspections	\$ 0.75	\$ 3750.00
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$ 315.00	\$ 18,900.00
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$ 0.85	\$ 12,750.00
6	1	LS	Public Noticing	\$ 500.00	\$ 500.00
			Total (Alternative Proposal)		\$ 195,550.00

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN FIGURES \$ 195,550.00

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN WORDS _____

One Hundred Ninety five thousand five hundred fifty dollars and zero cents

In the event of a conflict between the numbers give in figures and in words, the words shall control.

3rd Year
July 1, 2024 to June 30, 2025

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$ 0.67	\$ 141,370.00
2	60	HR	Emergency after Hours (2 hour response time)	\$ 385.00	\$ 23,100.00
3	5,000	LF	CCTV Inspections	\$ 0.80	\$ 4000.00
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$ 325.00	\$ 19,500.00
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$ 0.87	\$ 13,050.00
6	1	LS	Public Noticing	\$ 500.00	\$ 500.00
			Total (Base Proposal)		\$ 201,520.00

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ 201,520.00

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

Two hundred one thousand five hundred twenty dollars and zero cents

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$ 0.67	\$ 141,370.00
2	60	HR	Emergency after Hours (1 hour response time)	\$ 385.00	\$ 23,100.00
3	5,000	LF	CCTV Inspections	\$ 0.80	\$ 4000.00
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$ 325.00	\$ 19,500.00
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$ 0.87	\$ 13,050.00
6	1	LS	Public Noticing	\$ 500.00	\$ 500.00
			Total (Alternative Proposal)		\$ 201,520.00

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN FIGURES \$ 201,520.00

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN WORDS Two hundred one thousand five hundred twenty dollars and zero cents

In the event of a conflict between the numbers give in figures and in words, the words shall control.

4th Year
July 1, 2025 to June 30, 2026

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$ 0.69	\$ 145,590.00
2	60	HR	Emergency after Hours (2 hour response time)	\$ 400.00	\$ 24,000.00
3	5,000	LF	CCTV Inspections	\$ 0.85	\$ 4250.00
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$ 335.00	\$ 20,100.00
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$ 0.89	\$ 13,350.00
6	1	LS	Public Noticing	\$ 500.00	\$ 500.00
			Total (Base Proposal)		\$207,790.00

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ 207,790.00

TOTAL AMOUNT BASE PROPOSAL IN WORDS Two Hundred seven thousand seven hundred ninety dollars and zero cents

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

SANITARY SEWER MAINTENANCE AND
 CCTV INSPECTION
 PROPOSAL SUBMISSION FORMS

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$ 0.69	\$ 145,590.00
2	60	HR	Emergency after Hours (1 hour response time)	\$ 400.00	\$ 24,000.00
3	5,000	LF	CCTV Inspections	\$ 0.85	\$ 4250.00
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$ 335.00	\$ 20,100.00
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$ 0.89	\$ 13,350.00
6	1	LS	Public Noticing	\$ 500.00	\$ 500.00
			Total (Alternative Proposal)		\$ 207,790.00

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN FIGURES \$ 207,790.00

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN WORDS _____

Two Hundred seven thousand seven hundred ninety dollars and zero cents

In the event of a conflict between the numbers give in figures and in words, the words shall control.

IN WITNESS WHEREOF CONTRACTOR executed this proposal as of date set forth:

Signature of Proposer: 

Signer's Name: CRAIG VAN THYN

Company Name: Empire Pipe Cleaning & Equipment Inc

Date: 4/24/2022



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

ACKNOWLEDGEMENT OF ADDENDUM # 1

SANITARY SEWER MAINTENANCE AND CCTV INSPECTION

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated April 14, 2022.

ATTEST:

CRAIG VAN THYNE

Principal:

EMPIRE P.P.C. CLEANING & EQUIPMENT, INC

Address:

1706 N. NEVILLE ST ORANGE CA 92865

By:

CRJ

Title:

VICE-PRESIDENT

1st Year
July 1, 2022 to June 30, 2023

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$	\$
2	60	HR	Emergency after Hours (2 hour response time)	\$	\$
3	5,000	LF	CCTV Inspections	\$	\$
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$	\$
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$	\$
2	60	HR	Emergency after Hours (1 hour response time)	\$	\$
3	5,000	LF	CCTV Inspections	\$	\$
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$	\$
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Alternative Proposal)		\$

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

2nd Year
July 1, 2023 to June 30, 2024

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$	\$
2	60	HR	Emergency after Hours (2 hour response time)	\$	\$
3	5,000	LF	CCTV Inspections	\$	\$
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$	\$
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$	\$
2	60	HR	Emergency after Hours (1 hour response time)	\$	\$
3	5,000	LF	CCTV Inspections	\$	\$
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$	\$
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Alternative Proposal)		\$

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

3rd Year
July 1, 2024 to June 30, 2025

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$	\$
2	60	HR	Emergency after Hours (2 hour response time)	\$	\$
3	5,000	LF	CCTV Inspections	\$	\$
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$	\$
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$	\$
2	60	HR	Emergency after Hours (1 hour response time)	\$	\$
3	5,000	LF	CCTV Inspections	\$	\$
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$	\$
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Alternative Proposal)		\$

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

4th Year
July 1, 2025 to June 30, 2026

Base Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$	\$
2	60	HR	Emergency after Hours (2 hour response time)	\$	\$
3	5,000	LF	CCTV Inspections	\$	\$
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$	\$
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Base Proposal)		\$

TOTAL AMOUNT BASE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT BASE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

Alternative Proposal

Item No.	Est. Quantity		Description	Unit Price	Total
1	211,000	LF	Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system)	\$	\$
2	60	HR	Emergency after Hours (1 hour response time)	\$	\$
3	5,000	LF	CCTV Inspections	\$	\$
4	60	HR	Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning)	\$	\$
5	15,000	LF	Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments)	\$	\$
6	1	LS	Public Noticing	\$	\$
			Total (Alternative Proposal)		\$

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN FIGURES \$ _____

TOTAL AMOUNT ALTERNATIVE PROPOSAL IN WORDS _____

In the event of a conflict between the numbers give in figures and in words, the words shall control.

IN WITNESS WHEREOF CONTRACTOR executed this proposal as of date set forth:

Signature of Proposer: _____

Signer's Name: _____

Company Name: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

1.1 Summary of Work Covered by Contract Documents

- A. The Work covered under this contract includes sanitary sewer maintenance and CCTV inspection of the sewer line system of the City of Hermosa Beach.
- B. The Contractor is required to furnish all labor, materials, services, equipment, insurance, bonds, security, notifications, licenses, permits, and fees in accordance with applicable federal, state, and local regulatory requirements to complete the specified work in strict accordance with the Contract Documents. Any miscellaneous labor, equipment, and/or materials not specifically detailed or specified but required to complete the project shall be provided by the Contractor as an integral part of the work, at no increase in cost to the Owner.

1.2 Descriptions of Items in the Proposal Schedule

- A. The dimensions, measurements, and quantity of materials listed in this specification and on the construction drawings are estimated and are presented to give the contractor a description of the total scope of work. The contractor is required to visit the site to verify the existing conditions, quantities of materials, and amount and nature of the work required. The contractor is responsible for assuring that the proposal reflects all work required to accomplish this project.
- B. The following descriptions of Proposal Items are intended to clarify and expand on the description of Proposal Items in the Proposal Schedule. All items of work described shall be included in the amount proposal for that item.
 - 1. Proposal Item No. 1: Sewer-Line Hydro-Flush (scheduled initial cleaning of City sewer system). Work under this item shall include furnishing all labor, materials and equipment to clean the existing pipe per the SSPWC, protection of existing sewer lines and maintenance access holes during cleaning, debris capture and removal, disposal of debris and fluids, maintenance of sewer service, and all other work items as required to complete the work in place. Contractor to submit schedule to clean entire sewer system for review and approval by City staff. Payment for this item will be based on linear footage of pipe cleaned.

2. Proposal Item No. 2: Emergency after Hours. Work under this item shall include furnishing all labor, materials and equipment to respond to emergency call outs including, but not limited to, spill containment and clean up, protection of existing sewer lines and maintenance access holes during cleaning, all equipment necessary for heavy-duty mechanical cleaning, debris capture and removal, disposal of debris and fluids, maintenance of sewer service, and other work necessary. Arrival to the call out location is to occur within 2 hours per base proposal or 1 hour per alternative proposal from first initial call. Payment for this item will be based on hours of labor provided.

3. Proposal Item No. 3: CCTV Inspections. Work under this item shall include furnishing all labor, materials and equipment to perform a CCTV inspection per the SSPWC with documentation formatting per NASSCO, and all other work items as required to complete the work in place. Contractor is to provide to the City complete inspection session data folder including the NASSCO PACP exchange database. Payment for this item will be based on linear footage of pipe CCTVed.

4. Proposal Item No. 4: Extra Call Out Cleaning Services (during normal work hours, not part of scheduled cleaning). Work under this item shall include furnishing all labor, materials and equipment to clean the existing pipe. Work includes removal of intruding roots and root balls in pipe joints, all equipment necessary for heavy-duty mechanical cleaning, and all other work items as required to complete the work in place. This is extra cleaning done during normal work hours outside of Proposal Item No. 1 and No. 4. Payment for this item will be based on hours of labor provided.

5. Proposal Item No. 4: Additional Sewer-Line Hydro-Flush (scheduled second cleaning of certain sewer segments). Work under this item shall include furnishing all labor, materials and equipment to clean the existing pipe. Work includes removal of intruding roots and root balls in pipe joints, all equipment necessary for heavy-duty mechanical cleaning, and all other work items as required to complete the work in place. Contractor to submit schedule to do a second round of cleaning for specific sewer segment for review and approval by City staff. This cleaning is to be done after the initial cleaning. Payment for this item will be based on linear footage of pipe cleaned.

6. Proposal Item No. 5: Public Noticing. Work under this item shall include furnishing all labor and materials necessary to provide public notice to residents and businesses in locations with access or parking impacted by contractor during work. Notices should be given out at least 3 days ahead of work on the public right-of-way. Contractor to submit sample notice/door hanger for the City's review and approval prior to noticing. Payment for this item will be made at a lump sum price listed in Proposal Schedule.

2.1 Cleaning Equipment

- A. A minimum of 900 feet of 1-inch diameter high pressure hydro flushing hose.
- B. Two or more high velocity nozzles capable of producing a scouring action from 15 degrees to 45 degrees in all size lines to be cleaned. Nozzle skids shall be used for the appropriate size of pipe being cleaned. NOTE: Nozzle jet orifices shall be inspected periodically by Contractor and City representative to ensure jet diameter not to exceed 0.0860-inch diameter. Nozzle jets will be considered worn if a 3/32" drill bit can be inserted into the jet orifice. The nozzle shall then be removed from service. For nozzles with replaceable jets, the oversize jets shall be replaced before the nozzle can be used again.
- C. A root cutter attachment for 4" through 24" pipe.
- D. A high-pressure handgun for washing and scouring manhole walls, channels, shelves and manhole cover frames.
- E. A 1,500-gallon minimum water tank pump and a hydraulically driven hose reel.
- F. Equipment operational controls located above ground.
- G. Minimum working pressure of 1500 pounds per square inch at 60 G.P.M. rate.
- H. Centrifugal or positive displacement blower vacuum equipment suitable to remove all debris at the downstream manhole while the hydro flushing is being performed.
- I. Two (2) two-way hand held radios or cell phones for communication in easements

3.1 Cleaning Precautions

During sewer cleaning operations, satisfactory precautions shall be taken to prevent damage or cause flooding of public or private property being served by the sewer. Care shall be exercised in the selection and use of the cleaning tools to avoid pipe damage. Use of a nozzle skid is required to prevent accidental entry of nozzle into house connections

4.1 Sewer Cleaning Procedures

The designated sewer line segments will be cleaned using combination high-velocity jet with vacuum removal. The normal cleaning operation shall be to jet

from the downstream manhole towards the upstream manhole thereby pulling any debris back to the downstream manhole. If no debris is present then a single pass shall be sufficient. If debris is encountered, the entire run shall be made repeatedly until debris is no longer present. At any sign of significant dirt and gravel, the cleaning operation for that pipe shall cease and the City shall be notified of a possible line break.

Once the appropriate traffic control has been placed, the Contractor shall wash the upstream manhole with the high-pressure water gun while being cautious not to spray any surrounding vehicles or pedestrians. Any major defects in the manhole or the frame and cover shall be noted and brought to the attention of the City for remedy.

Selection of the equipment used will be based on the conditions of the sewer lines at the time work commences. The equipment and methods selected must be satisfactory to the City representative(s). The equipment shall be capable of removing dirt, grease, roots and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from the downstream manhole, the equipment will be set up on the upstream manhole and cleaning will again be attempted. If successful cleaning again cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the Contractor will notify the City representative(s) of this condition immediately for further instruction. Pullback rate on jetting shall not be greater than three feet per second.

The cleaning method shall be to jet from the upstream manhole down slope for washing purposes on pipeline segments with extremely steep slopes where the jetter nozzle fails to climb to the upstream manhole. Jet from the downstream manhole up slope so that the cleaning directions overlap. Water for cleaning will be from the closest available fire hydrant. The Contractor shall make arrangements with the local water agency for the water meters and any other equipment needed to get water from the local fire hydrant. Water costs will be paid by the Contractor directly to the water agency.

5.1 Permits And Access

Contractor shall acquire all required fees and licenses for any encroachment permits required by the City of Hermosa Beach when cleaning and inspecting are necessary in the public right-of-way. The City will reimburse Contractor for permit fees.

For easement cleaning where entry must be made onto homeowner's property, notice must be given for permission to enter property. Coordination of sewer cleaning will be made through the City representative, with notification one week in advance of the anticipated cleaning date. He/she will provide assistance with

manhole access and make arrangements as needed for entry onto private property for the cleaning of easements.

Easements requiring additional manpower for making turns in manholes or for pulling the jetter hose will be the responsibility of the Contractor. Two-way hand held radios may be needed for communication.

6.1 Material Removed

The Contractor shall be responsible for the removal of debris from the pipeline and cleaning and/or re-cleaning the pipe wall to the City's satisfaction as proven by closed circuit television video (CCTV). All sludge, dirt, sand, rocks, roots, grease and/or other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which may cause line stoppages, shall not be permitted.

7.1 Material Disposal

Liquids shall be decanted and drained back to the sewer. All solids or semisolid resulting from the cleaning operations will be removed from the work site and disposed of at the Contractor's cost. All materials will be removed from the work site at the end of each workday. Under no circumstances will be Contractor be allowed to accumulate debris, etc. on the site of work beyond a single workday, except in totally enclosed lead and odor proof containers and as approved by the City

8.1 Spill Reporting And Handling

Contractor shall immediately notify the City representative(s) of any manhole overflow or interruption/backup of customer service and the Contractor shall contain and control all overflow. The Contractor shall be responsible for any fines levied by others as a result of the Contractor's work.

If the Contractor is involved with a spill, he must:

- A. Immediately notify the City.
- B. Attempt to contain the spill to isolate it from entry to any waterways.
- C. Attempt to relieve the spill. Once the spill has been contained and relieved, the area must be cleaned up.
- D. Follow-up reports must be made. Once a spill is reported to the City, personnel will be dispatched for response.

Contractor shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow and any disruption of service costs to customers as of a result of Contractor's work. This is in addition to any and all costs incurred by the City.

Contractor shall also notify the City immediately of any apparent non-contractor related spills and/or any abnormal conditions.

9.1 Confined Space Issues And Safety Issues

All manholes in this work are defined as Title 8 Permit Required Confined Spaces. The Contractor's attention is directed to the General Industry Safety Orders of the State of California, Article 108, Confined Spaces, Section 5157 (Title 8 of California Code of Regulations, Sections 5167, 5157, 5158). Contractor shall attend a safety meeting with the City for the purpose of reviewing the Contractor's safety manuals, his knowledge of Title 8 and to discuss all safety aspects of the job.

All work shall be conducted from above ground. Manhole entry, if required, shall be conducted in strict accordance with permit required confined space entry regulations. These regulations include, at a minimum: entry permit, trained authorized entrants(s), attendants(s), entry supervisor(s), full body harness (with life line), mechanical retrieval device, continued forced air ventilation, continuous air monitoring, communication systems (minimum two types) and all other protective equipment that may be required. Work shall be conducted in accordance with all Federal, State and local laws and regulations.

The local fire department may be able to offer services for confined space rescue. Contractor shall make any and all arrangements necessary.

10.1 Traffic Control

All traffic control shall be in accordance with the latest edition of the Work Area Traffic Control Handbook (WATCH) and City regulations and based on the speed limits posted in the work zones. Flagmen may be required in some locations. Additional local regulations shall have precedence. Contractor shall apply for all traffic control permits and pay all fees and permits for said permits with Caltrans when working on Pacific Coast Highway. Safe and adequate pedestrian and vehicular access shall be provided in accordance the Standard Specifications for Public Works Construction, Latest Edition.

Note: Inadequate or improper signing and delineation for traffic control may be cause for the cancellation of the contract.

11.1 Work Plan

The Contractor shall prepare a weekly work plan and submit it one (1) week in advance to the City for review and approval. The plan shall verify the cleaning sequence and identify all the line sections to be cleaned based on City maps and sequence data provided. Plan may be amended for weather or local road maintenance or construction issues discovered by either party.

12.1 Work Documentation

Weekly reports based on the work plan shall be submitted for City review with the invoice for payment. Contractor's log sheets, with a section by section breakdown including comments, shall be maintained on site, in a legible manner, for review at all times. Comments on log sheets shall include notice of badly worn frames and covers, and badly deteriorated manhole concrete structures.

13.1 Crew Size

Contractor shall provide a minimum of a two-person crew at all times, one person shall witness the jetting nozzle reach the upstream manhole. A crew of three shall be utilized for all work in confined spaces. Additional personnel shall be utilized when needed for traffic control flagmen.

14.1 Sewer Line Video Inspection

A. General

Contractor will furnish all labor, materials, equipment and incidentals necessary for the video inspection of various lengths and sizes of sanitary sewers cleaned as a part of the specification. Sewer lines are typically VCP (vitrified clay pipe), PVC (polyvinyl chloride) and DIP (ductile iron pipe) and range in sizes from 4" to 24" in diameter.

Reverse setups (i.e. resetting the inspection equipment to begin inspection from the opposite manhole due to obstruction, etc.) shall be the responsibility of the Contractor. In the event that the CCTV camera encounters broken pipe or other condition where there is a possibility that continuation of the inspection could cause the camera to become stuck or result in additional pipe damage or collapse, it is the responsibility of the Contractor to discontinue the inspection and notify the City's representative.

B. Contractors Requirements

The Contractor's supervisor(s) performing the work shall be qualified to perform the work as noted in these specifications and have a minimum of five (5) years' experience in sewer line inspections. All CCTV operators shall be National Association of Sewer Service Companies (NASSCO) certified by successfully passing the Pipeline Assessment and Certification Program (PACP), the Manhole Assessment Certification Program (MACP), and the Lateral Assessment Certification Program (LACP). The methodology of evaluation, data collection and reporting criteria used for the NASSCO certification shall be practiced for all CCTV evaluation in this contract.

The Contractor's supervisor(s) must be able to communicate both verbally and in writing with City staff as well as with his crew. The Contractor's supervisor must demonstrate the capability to read, interpret and understand the Safety/OSHA requirements, City plans, drawings and specifications as necessary. All work and equipment utilized shall conform to FED-OSHA Title 8 Requirements, including, but not limited to work performed in confined spaces and/or gas hazardous environments. Contractor shall provide a minimum of a two-person crew at all times.

C. CCTV INSPECTION

A color MPEG-4 recording on high quality USB flash drive of the television inspection will be submitted to City representative(s), along with the required Inspection Report and log sheets in digital format. A digital USB flash drive will be submitted showing only the noted defects (JPEG format).

Contractors will use POSM Observation Management Software and keep data base updated after inspections.

CCTV equipment shall include video cameras, a video monitor, cables, power sources and all equipment necessary to perform a CCTV inspection per the Contract Documents. A backup camera shall be provided onsite at all times. The camera shall be specifically designed and constructed for the sanitary sewer. The camera will be operative in 100% humidity conditions. CCTV inspections shall be performed using a Pan-and-Tilt camera (with a minimum of 360x270 degrees rotation) video system. The camera and video monitor shall produce a minimum 460 lines of resolution. Illumination sensitivity shall be 3 lux or less. During inspection, lighting intensity shall be adjusted to minimized reflective glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered. Camera focal distance shall be adjustable through a range from 25mm (1 inch) to infinity.

Manual winches, power winches, TV cable 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. Whenever no remote-powered and controlled winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication, will be set up between the two manholes of the section being inspected to ensure that adequate communications exist between the members of the crew.

Contractor shall have camera cables, power cords and ancillary equipment capable of recording reaches of up to 1,500 feet in one direction.

Contractor shall have camera cables, power cords and ancillary equipment capable of recording reaches of up to 1,500 feet in one direction.

Contractor shall have an intrinsically safe portable gas monitor capable of detecting oxygen, hydrogen sulfide and combustible gases. The gas monitor shall be calibrated in accordance with the manufacturer's recommended frequency.

D. Types of CCTV Inspection

Standard Inspection.

Sewers will be assumed to be sufficiently clean for the camera to pass through the pipe. All of the technical specifications herein pertain to the Standard Evaluation, with the exception of "Preliminary Inspection", below.

Preliminary Inspection

For accurate sewer assessment, it should be inspected in its natural working condition. This method of inspection is to inspect the pipeline before cleaning to get a general idea of the condition of the pipe.

Only significant observations shall be noted.

In the event a blockage is encountered, a reverse setup shall be attempted.

Flow control does not apply.

Camera speed may be increased to a maximum 50 feet per minute.

E. Procedure

The portable gas monitor shall be used to test the manhole before opening the cover. Once it is determined to be safe, the cover shall be removed and the gas monitor shall continue testing the inside of the manholes if the camera equipment is not approved as intrinsically safe. Compliance shall be to CAL OSHA reference Title 8, Section 2305.4. The camera shall be lowered into the manhole and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate footage reading. The cable footage-counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall move through the pipeline in a downstream direction, whenever possible, at a maximum uniform rate of 30 feet per minute. The cable footage-counter shall measure the distance between each inspection segment from centerline to

centerline. The counter shall be accurate to less than one percent error over the measured distance.

The operator shall pause the recording during non-activity periods to minimize any unnecessary recording. The audio shall only be engaged for the necessary narration of the recording so as to minimize unnecessary background noise and idle chatter.

The camera shall stop at all significant observations to ensure a clear and focused view of the pipe condition. Each observation shall be noted with a voice recording, with the exception of ongoing conditions such as hairline cracks and hair roots at most joints in which case a general observation shall be documented. The observations shall also be noted on the inspection report with stationing referenced. These observations shall include, but not be limited to:

- Laterals – open or sealed
- Laterals – protruding or defective
- Cracks
- Offset joints
- Open joints
- Sags
- Line deviations
- Siphons
- Missing sections
- Infiltration
- Debris
- Grease
- Roots
- Vermin

Operator shall provide a 360-degree pan of all manholes. The camera lens shall be kept clear of condensation and debris. Recorded footage showing steam, inadequate lighting, or other poor image quality will be cause for rejection and non-payment by the City. At predetermined times, during the contract period; the CCTV camera shall be pointed at a simple television chart that proves the camera's lack of distortion, resolution and the ability to view colors accurately. The resulting test shall be transferred onto USB Flash Drive so the recorded quality can be assessed. Recording with excessive distortion or discoloration shall be rejected.

F. CCTV Inspection Report

Upon completion of the CCTV inspection, the Contractor shall provide the City's representative with an Inspection Report that includes the following:

- Brief summary of the work performed
- Summary list of all pipeline segments inspected (i.e. manhole to manhole)
- All original recordings
- Summary list of recorded observations and defects
- If requested, photographs of major defects for each pipeline segment (in JPEG format)
- Sewer maps and plans provided by the City to the Contractor for purposes of the inspection
- Electronic files of inspection data

Minimum documentation shall consist of the Video Recording(s) and the Inspection Report. The Inspection Report for each segment shall be as specified above and shall contain the following as directed by the City.

1. Agency project or contract number
2. CCTV date
3. CCTV time
4. Weather condition
5. Contractor name
6. Contractor job number
7. Operator(s) name(s)
8. Street name or location
9. Cross street name or location
10. Surface material (asphalt, concrete, dirt, etc.)
11. Construction drawing number and sheet number
12. Manhole number (access point) – up stream
13. Manhole number (access point) – down stream
14. Manhole to manhole segment number
15. Manhole depth – up stream
16. Manhole depth – down stream
17. Basin or area (service area)
18. Direction of camera
19. Pipe – size
20. Pipe – shape
21. Pipe – material (and coating, if applicable)
22. Pipe – age
23. Pipe – slope
24. Pipe – drop (total invert elevation change)

25. Pipe – footage centerlines (on plan or map, if available)
26. Pipe – footage centerlines (on CCTV)
27. Pipe – flow up (percent of pipe at inlet or height of flow)
28. Pipe – flow down (percent of pipe at outlet or height of flow)
29. Pipe – joint lengths in feet
30. Observation descriptions
31. Schematic of pipeline showing laterals and observations and footage
32. Clock position of noted observations
33. Photographs of major defects or typical pipe condition
34. Notice of severely worn manhole covers
35. Notice of severely deteriorated manhole concrete structures
36. Notice of severely deteriorated manhole liners or coatings
37. Sewer pre-cleaned prior to inspection? Yes or no
38. Purpose of survey

A coding system, acceptable to the City's representative(s) shall be used to log all defects and observations discovered. A copy of the coding system shall be kept with the Contractor on-site. The Contractor shall cross-reference his coding and rating system to the National Association of Sewer Service Companies (NASSCO) coding and rating system, if available, on the Inspection Report and also the Summary List of Recorded Defects and Observations.

Voice recordings on the videotape shall be clear, complete and distinct. The audio description shall be made on a real time basis and not in any voiceover manner after the video image is recorded.

A vocal description shall be recorded at the beginning of each tape and at the beginning of each inspection while the "Initial Screen Text" is displayed. A voice recording shall also be performed during each observation and at the conclusion of each inspection. Inappropriate language or idle chatter are not acceptable and shall be grounds for rejection of work by the City Representative(s) in accordance with the Contract Documents. If rejected, the non-conforming inspection shall be corrected to comply, at no cost to the City.

Initial Screen Text

Each pipe segment (manhole to manhole) shall be identified with an initial screen text and voice recording and shall include the following:

- Agency project or contract number
- CCTV date
- CTV time

- Weather history
- Contractor name
- Contractor operator name(s)
- Street/location name
- Manhole number – up stream
- Manhole number – down stream
- Direction of camera – with or against flow
- Pipe material(s) – as specified on plans
- Pipe footage - as specified on plans
- Pipe size - as specified on plans
- Tape number
- Agency representative's name

Running Screen Text

During the CCTV inspection, the running screen shall show the running footage (distance traveled) and the following text information at the bottom of the screen:

- Manhole number – up stream
- Manhole number – down stream
- Pipe size
- Pipe length
- Date
- Time of day

The format of the above text information shall be as shown in the following example only:

“MH32_001/MH32_002 (12"-410') 4/18/15 – 10:20 A.M.” The City, from maps or plans, will provide manhole numbers.

Ending Screen Text

At the end of each pipe segment, an ending screen text and voice recording shall include the following:

- “End of segment inspection”
- Condition that prevented complete inspection, if applicable

A City representative shall review and approve the screen layout prior to the first inspection on this contract. The display on the screen shall be temporarily moved or turned off as required to obtain the highest quality documentation of the pipeline defects.

15.1 City Equipment And Labor

The City's equipment and labor, except for the City representative to monitor the work, shall not be utilized at any time.

16.1 Resealing Manhole Covers

Contractor shall reseal all manholes within 24 hours after work is completed with duct seal Cal Pico #CD-5, or equal. Work area around the manhole is to be swept clean of all debris.

17.1 Office For Inquires And Complaints

The Contractor shall maintain an office at some fixed place and shall maintain a telephone therein, listed in the telephone directory in his/her own name or in the file name by which he/she is commonly known, and shall at all time during the hours between 8:00 AM and 5:00 PM of each working day have a full-time employee at said office for the answering of inquires and for receiving complaints from the Director of Public Works. The Contractor shall maintain a written log of all complaints, the date thereof, and the action taken pursuant thereto or the reason for non-action. Such a log of complaints shall be open to the inspection of the Director of Public Works.

The Contractor shall make every reasonable effort to respond to complaints on the same day they are received and shall report to the Director of Public Works within twenty-four (24) hours as to the action taken concerning each complaint.

18.1 Public Relations

Contractor shall, in person or through his/her agent, investigate any complaint, which may concern, or be involved in, the performance of the contract. Contractor shall report to the Director of Public Works, or designee, the following working day as to the action taken with reference to the complaint and, when necessary, complete a Service Request, which will remain on file at City Hall. Complaints received before noon shall be answered the same day; complaints received after noon shall be answered the following day.

19.1 Working Time Limits

Working hours are Monday – Friday, 8:00 AM to 4:00 PM.

20.1 Emergency Call Back

The Contractor shall provide employees and equipment to respond to any after hour emergency, sewer plug or spill. A 24-hour contact phone number shall be provided by the Contractor. Contractor must respond within 30 minutes after being contacted by the City. Contractor must mobilize and have the appropriate personnel and equipment in the City of Hermosa Beach within two (2) hours from when the emergency phone call was received per the base proposal or within one (1) hour from when the emergency phone call was received per the

alternative proposal. The emergency may require as Vactor truck and video camera vehicle. This response requirement includes nights, weekends, holidays, and all hours. For proposal purposes, costs for this service shall include all mobilization and hourly costs using a two-man, two-hour minimum service.

21.1 Damages

The Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages caused by his/her actions. Any repairs and associated cost resulting from Contractor caused damage shall be the responsibility of the Contractor.



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

ADDENDUM No. 1

SANITARY SEWER MAINTENANCE AND CCTV INSPECTION

DATE: April 14, 2022

TO: ALL PROSPECTIVE PROPOSERS

Please note the following changes and/ or additions to the specifications for the Request for Proposals indicated above. The bidder shall execute the certification at the end of this addendum, and shall attach the executed addendum to the documents submitted with the bid.

BID OPENING DAY: The Bid opening date **HAS BEEN EXTENDED.**

The Bid opening day is **April 26, 2022 at 2 PM.**

1. **REPLACE** page 11 through page 15 "Cost Proposal" WITH the revised page 11a through page 15a. Several line items have been changed for clarification. CCTV Inspection is per linear foot not per hour.

REPLACE Exhibit A "Scope of Work" WITH the revised Exhibit A "Scope of Work". Scope of Work has been revised to reflect new Cost Proposal.

Please sign the attached acknowledgement of receipt of addendum and enclose the original copy of the acknowledgement in your proposal. If you have any questions or concerns, please email Gloria Ledezma at gledezma@hermosabeach.gov



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

ACKNOWLEDGEMENT OF ADDENDUM # 2

SANITARY SEWER MAINTENANCE AND CCTV INSPECTION

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 2** dated April 21, 2022.

ATTEST:

CRAIG VAN THYNE

Principal:

Empire Pipe Cleaning & Equipment, Inc

Address:

1798 N. Neville ST ORANGE CA 92665

By:

[Signature]

Title:

VICE-PRESIDENT



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

ADDENDUM No. 2

SANITARY SEWER MAINTENANCE AND CCTV INSPECTION

DATE: April 21, 2022

TO: ALL PROSPECTIVE PROPOSERS

Please note the following questions and answers for the Request for Proposals indicated above. Opening of proposals is still on **April 26, 2022, at 2 PM.**

1. Is the Contractors Industrial Safety Record a form the City provides?

A: No. Contractor may use any available forms that apply and show Contractor's industrial safety record.

2. Will the City provide a laydown area for storage of a dewatering bin?

A: No, the City will not provide this.

3. Regarding the hourly rates specified for emergency and CCTV labor rates, are they for a 2 person crew or 1 person?

A: 2 person crew.

4. Will this project require the contractor to provide any temporary facilities (i.e. portable restrooms or fencing)? Or will they have access to facilities at each site?

A: No. Contractor may be given access to City facilities if requested.

If you have any questions or concerns, please email Gloria Ledezma at gledezma@hermosabeach.gov



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

ADDENDUM No. 3

RFP No. 22-002 Sanitary Sewer Maintenance and CCTV Inspection Services

DATE: April 25, 2022

TO: ALL PROSPECTIVE PROPOSERS

Please note the following clarification/revisions /changes are being made to the request for proposal documents for the proposal indicated above. The proposer shall execute the certification at the end of this addendum and shall attach the executed addendum to the documents submitted with the proposal to be considered a responsive and responsible proposer.

PROPOSAL OPENING DAY: The Proposal opening date **HAS BEEN EXTENDED.**

The Proposal opening day is **Tuesday, May 3, 2022, at 2:00 P.M.**

The sealed proposals will be received at the Office of the City Clerk, City Hall, 1315 Valley Drive, Hermosa Beach, CA 90254, until 2:00 P.M. on Tuesday, May 3, 2022.

Please sign the attached acknowledgement of receipt of addendum and enclose the original copy of the acknowledgement in your proposal. If you have any questions or concerns, please email Gloria Ledezma, Administrative Assistant, at gledezma@hermosabeach.gov

ACKNOWLEDGEMENT OF ADDENDUM No. 3

RFP No. 22-002 Sanitary Sewer and CCTV Inspection Services

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 3** dated April 25, 2022.

ATTEST:

Principal:

Address:

By:

Title:

CRAIG VAN THYNE
Empire Pipe Cleaning & Equipment, Inc
1788 N. NEVILLE ST ORANGE CA 92665
[Signature]
VICE-PRESIDENT

