

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PIPE AND PLANT SOLUTIONS, INC.**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and **Pipe and Plant Solutions, Inc.**, a **California Corporation**, (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

**2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on August 21, 2018 and terminate on December 31, 2019.

**3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

**4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

**5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

**6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is six hundred fifty thousand dollars (\$650,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's

expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

**12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

**14. HOLD HARMLESS/INDEMNIFICATION**

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner

arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor’s employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor’s obligation to protect, defend, indemnify, and hold harmless in full City and City’s employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act (“Act”) and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor’s responsibilities under the Act.

## **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## 17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Water and Sewer Utilities  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [rpalacpac@santaclaraca.gov](mailto:rpalacpac@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

Pipe and Plant Solutions, Inc.  
225 3<sup>rd</sup> Street  
Oakland, CA 94607  
and by e-mail at [bgilmartin@pipeandplant.com](mailto:bgilmartin@pipeandplant.com)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**PIPE AND PLANT SOLUTIONS, INC.**  
a California corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: William Gilmartin

Title: President

Principal Place of Business Address: 225 3<sup>rd</sup> Street  
Oakland, CA 94607

Email Address: bgilmartin@pipeandplant.com

Telephone: (888)978-8264

Fax: (888)978-8264

“CONTRACTOR”



## **EXHIBIT A SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

The project will begin with a Kickoff Meeting at Santa Clara offices to review the scope of work. Sewer maps, GIS, and all other information will be reviewed so the field crews and Project Manager get a complete picture of the project and surrounding area. The field tracking spreadsheet will be reviewed and finalized. A cleaning and inspection plan will be developed which includes equipment, schedule of inspections and coding, cleaning schedule, deliverables, daily reporting requirements, QA/QC plan, and public notifications.

A complete site reconnaissance will be completed, and deployment plan will be generated and finalized in the master MS Project Schedule. This schedule will be completed using MS Project, with Baseline and milestones tracked during the project to ensure we are making our target deadlines. The schedule will be developed and maintained to increase efficiency of the cleaning and inspection work, thereby increasing productivity, and reducing any traffic impacts, if possible. A preliminary schedule is included.

The contractor is responsible for providing all necessary Traffic Control Plans and obtaining all necessary Encroachment Permits. In the areas under the jurisdiction of the City, a City of Santa Clara encroachment permit will be required. Contractor shall comply with all permitting requirements. The Contractor shall also verify permitting requirements from other agencies such as the State of California, Santa Clara County, City of San Jose, City of Sunnyvale, and Santa Clara Valley Water District.

All traffic control plans and encroachment permits will be generated and submitted for approval as soon as possible after the kickoff meeting to prevent delays in the start date. These permits will be substantially obtained before mobilization to start the project.

When work is ready to begin, the Contractor will mobilize their equipment and crew personnel, to a City appointed staging area. A deployment plan and schedule will be completed and provided to the City within 3 days after the kickoff meeting, and updated weekly throughout the project.

Each sanitary sewer main must be initially cleaned and flushed to industry standards conforming to the selected assessment technology. The work shall also include the removal and disposal of solids, sludge, grit, grease, sand, pieces of broken pipe and any other debris from the sanitary sewer main lines and sanitary sewer manholes. Solid/debris shall be disposed of by the contractor. Closed Circuit Television (CCTV) is a technology to be used for the primary assessment. Note that other technologies may be considered at the discretion of the City. During the assessment, the water level in the pipe segment shall be no more than 25 percent of pipe diameter. If a need for

dewatering or bypass is identified, then Contractor shall submit a comprehensive dewatering and bypass plan to the city, at least two weeks in advance, for review and approval. Contractor is responsible to submit the assessment results using National Association of Sewer Service Companies (NASSCO) Pipeline Assessment & Certification Program - Manhole Assessment Certification Program (PACP-MACP) rating system. Night work will allow the contractor to work under low sewage flow condition. The costs for the proposal includes night work therefore, no additional compensation to be made. Contractor shall obtain the encroachment permits to allow them to perform night work. Contractor should allow to access job site by City personnel at all times.

If manhole silencing material ( Such as “rapp-o”) is found in use on certain manholes, a fresh application of the manhole silencing material shall be installed by contractor upon final seating of the manhole lid.

Contract Time: The work shall reach Final Completion within 90 Working Days from the notice to proceed date.

### **Inspection of Sanitary Sewer Main**

1. The Contractor shall furnish all labor, materials, tools and equipment necessary to clean and inspect sanitary sewer mains in a safe, timely and workmanlike manner.
2. All work performed, methods, and equipment used shall be in conformance with the prevailing State and Federal Occupational Safety and Health Act. Costs from delays and losses due to operations not in conformance to these acts, specifications, or stoppages by OSHA inspectors or the designated representative, as a result of non-conformance, shall be solely borne by the Contractor.
3. The Contractor shall apply for Encroachment permits from the City as well as the Santa Clara Valley Water District, County, and/or State for the work performed within the County, creek, and/or State right of ways respectively.
4. The Contractor shall be solely responsible for traffic control. An Encroachment permit issued by the City, County, Santa Clara Valley Water District, or State with approved traffic control plan may be required. As a minimum, placement of adequate pre-warning and detour signs to control vehicular and pedestrian traffic shall be required. Contractor’s traffic control plan shall be compliant with Caltrans traffic control plans and specifications. Contractor shall submit traffic control plan to the City for an approval prior to start the work.
5. All manholes shall be treated as confined spaces. The entry of manholes, for cleaning and inspection, shall be avoided when possible. Use of mechanical devices or equipment to remove material from pipelines, laterals and manholes and to install or remove the video camera should be utilized whenever possible. If entry to confined spaces is necessary, all Cal-OSHA and Title 8 requirements shall be followed. A gas detector that monitors for safe oxygen levels, hydrogen sulfides, and combustibles shall be on-site at all times, charged, calibrated and ready to go. Confined space training

plan shall be provided to the City. The detector shall be used before manhole lids are removed and during any manhole entry. The contractor is required to document that this has been done. Other manhole entry equipment that shall be on-site shall include but is not limited to: (1) harness, (2) rope, (3) tripod & winch, (4) ventilators, (5) hard hats, and (6) other personal protective equipment that is confined space certified.

6. The City prefers to have the Contractor use sewer effluent to clean the line. However, if potable or recycled water is needed, the Contractor shall apply for a portable hydrant meter from City of Santa Clara Water and Sewer Utilities Division for construction. Construction water used for the cleaning of the sanitary sewer shall be paid for by the Contractor.

7. The Contractor shall be responsible for performing the cleaning of the sanitary sewer mains for the project. The intent of sewer main cleaning is to remove all sludge, dirt, sand, rocks, grease, and other solids or semisolid material from the main so that defects are not obscured and to allow the water level to drop so that defects are visible. The main pipe interior shall be clean to allow adequate viewing of the sewer main during inspection. The water level shall not be more than 25 percent of the pipe diameter during the inspection. If water level cannot be reduced using alternative means, Contractor shall obtain written confirmation from the City for acceptable water levels during CCTV inspection.

8. Selection of the cleaning equipment shall be based on the condition of the main at the time work commences. Sewer main cleaning shall be performed with a hydraulically propelled high-velocity jet. The equipment and methods selected shall be in accordance with industry and the City's best management practices, such as the City's existing Sewer Standard Operating Procedures. The equipment shall be capable of removing dirt, grease, rocks, sand and other materials and obstructions from the sewer lines and manholes. As a minimum, jetting of main lines must be performed by pulling the high velocity spray nozzle in the direction opposite to the force created by the water pressure. The Contractor may propose an alternate method of cleaning the sewer main lines at no extra cost to the City, which may be considered and must be approved in writing by the City.

9. The Contractor shall use precautions to insure that the water pressure created by the cleaning operations does not damage or cause flooding of public or private property. In addition, precautions shall be taken in the use of cleaning equipment to prevent damage to the existing pipe and manholes. The Contractor shall be responsible for all costs involved in damage to public or private property through its cleaning operation. Any damage to the sewer main shall be repaired by the Contractor immediately at no cost to the City.

10. The following is a list of equipment that will not be allowed:

a. Sewer balls or movable dam

b. Mechanically Powered Equipment: Bucket machines

11. The following is a list of cleaning equipment that will be allowed, depending upon the application:

a. High-Velocity Hydraulic (Hydro-Cleaning) Equipment: All high-velocity sewers cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a minimum working pressure of 2000 psi at a 30-gpm rate. The nozzles shall be capable of producing a scouring action, in the lines designated to be cleaned, to remove debris and sand from the flow line. Equipment shall also include a high-velocity jetter for washing and scouring manhole walls and floors. The jetter shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry a nominal 1000 gallon minimum water tank, auxiliary engines, pumps, and hydraulically driven hose reel. The equipment shall have a minimum of 650 feet of high-pressure hose. The hose reel shall have a hose capable of reaching a minimum of 2000 feet.

In the event that a high velocity jetter is ineffective in cleaning the pipeline, the Contractor may propose an alternate method of cleaning at no extra cost to the City.

b. Root Removal Equipment: Hydraulic or mechanical driven cutters may be used as necessary to remove roots obstructing camera progress. Chain flail nozzles shall be used for root removal in the following areas: (1) easements, (2) under freeways, (3) under Central Expressway, (4) under railroad tracks, and (5) at creek crossings. No chemicals will be allowed for use in root removal.

12. Cleaning equipment shall consist of fully enclosed, sealed grit/water separators. It shall be capable of utilizing sewer effluent in lieu of potable water from a public hydrant. Equipment shall not cause any damage to the pipe. Any damage to the main pipe shall be repaired by the Contractor immediately at no cost to the City.

13. All sludge, dirt, sand, rocks, grease, roots, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole to manhole will not be permitted. The Contractor shall be responsible for removal and disposal of all debris removed during the cleaning process. The Contractor shall also be responsible for finding a suitable disposal site for solids/debris and providing the City with a copy of the certified analytical report from the disposal site. The Contractor shall comply with all Federal, State, and local regulations regarding storage, hauling, and disposal of debris. The City can provide a staging area at the northern part of the City if needed.

14. Contractor shall note that many of the assessment locations are located mostly within the residential areas and any construction activity performed in these areas, including the delivery of construction materials or supplies shall be performed between the hours of 7:00 A.M and 6:00 P.M, Monday through Friday. Night work is permitted with written consent from the City. Work on Saturdays is permitted, with written consent of the City, between the hours of 9:00 A.M and 6:00 P.M. Work is not permitted on Sundays or City observed Holidays unless written consent from the City is obtained. Contractor shall distribute door hangers to all residential property within 300 feet of any

work proposed to be conducted, 48 hours prior to commencing work. Contractor shall obtain written consent from the City for any such work. Traffic lane closure shall occur only between the hours of 9:00 A.M and 3:00 P.M, and requires prior written approval from the City traffic engineer. In the event of any conflict between the working hours specified on the encroachment permit and the working hours stated above, the working hours specified on the encroachment permit shall take precedence. There shall be no additional costs for night work beyond proposed line item costs for each pipe segment.

15. The noise level from the Contractor's operations shall not exceed eighty (80) dBA at the outside wall of any habitable structure or at any point within fifty (50) feet of the noise source, whichever is closer.

16. The Contractor shall submit to the City, for review, a plan detailing the materials and methods to be used to mitigate odor and noise at the project site.

17. Payment for cleaning and inspection of sanitary sewer mains shall be made per segment of sewer pipeline indicated in the cost proposal, regardless of the number of times a specific linear foot section of sewer main pipe is cleaned and inspected. Payment shall include, but is not limited to, all labor, materials, tools, equipment, incidentals, and services related to the sanitary sewer cleaning and inspection, including storage, staging area, dewatering, traffic control, permitting, and removal and disposal of any and all sludge, dirt, sand, rocks, grease, roots, and other solid or semi-solid material or debris. Payment shall be made at the unit prices specified for sewer cleaning and inspection and no additional compensation shall be made therefore.

18. Acceptance of sanitary sewer main cleaning and inspection shall be made upon demonstration, through television and approval of the cleaning by City, that the line has been cleaned sufficiently to allow determination of its condition. Costs for sanitary sewer main cleaning and inspection shall be included in Contractor's lump sum price. The Contractor shall include in their cost proposal a sum sufficient to cover the costs of doing the work under the existing site conditions and project requirements. No additional compensation shall be made therefore.

19. The Contractor shall submit a project schedule including an allowance for the permitting process.

20. The Contractor shall provide/verify the manhole depth and invert, and the length, diameter, and pipe material of the sanitary sewer main segments.

### **Cleaning Method for Sanitary Sewer Main**

All of the Contractor's cleaning equipment is capable of recycling grey water for the purposes of the hydro jetting activity. The Contractor shall be responsible for cleaning each sewer main to satisfaction of the City prior to inspection without any additional costs.

When using the Contractor's cleaning equipment, one truck is deployed upstream and one truck downstream. The nozzles are pulled between the two trucks by virtue of

hoses mounted on each truck reel. This enables the Contractor to move the nozzle either direction. It also allows the operators to know exactly where the nozzle is and prevents the nozzle from getting buried or hung up on objects in the sewer line. There is virtually no down time for dislodging a jammed nozzle.

The work involves installation of the permitted traffic control measures, driving the trucks to a manhole and starting work. The upstream truck delivers the nozzle downstream via its self-propelled use of high pressure water transmitted through a cage nozzle. Once the cage nozzle is sent to the invert of the downstream manhole, the operator retrieves the nozzle and attaches the cleaning nozzle to the downstream truck; therefore connecting the two trucks together for a "push pull" hydro jetting system. Once the trucks have been connected, the hydro-jetting nozzle is mobilized up stream to start the step cleaning process. Once the jetter nozzle has been initiated, the final step is capture debris from the downstream manhole to be hauled off-site.

### **Inspection Method for Sanitary Sewer Main**

CCTV will be the primary tool for this inspection. The water level inside the pipe shall be no more than 25 percent of the pipe while performing the inspection. If deemed necessary and with prior approval from the City, other equipment or technology may be used on the project at no additional cost to the City. Final determination of equipment to be used is the sole discretion and approval of the City. PPSI will begin a sewer main inspection by using equipment and methods appropriate to the pipeline. Different crawlers and flotation devices are used to mobilize the inspection tools inside the pipeline, choosing which is contingent on factors such as size of pipeline and depth of flow inside the pipeline.

First, the PACP certified inspection operator runs a diagnostic test on the equipment to ensure that the CCTV Camera unit is operating correctly, and that the software is adequately capturing the CCTV images. After all diagnostic tests have been completed; the inspection operator will begin the inspection.

At the sole discretion of the inspection operator, the crawler is mobilized from upstream to downstream by virtue of the crawlers wheel and or track system. If an inspection is performed using CCTV flotation equipment, then the unit is moved through the pipeline by virtue of a winch, which operates from the downstream manhole. During the inspection, the operator records observations in strict accordance with PACP requirements.

In an event that the water level in the pipe is too high, preventing the Contractor from performing a visual inspection to assess the condition of the sewer main, it is Contractor's responsibility to do their due diligence to assess and come up with an alternate solution prior to suggesting bypassing. Bypassing shall be a final option, and it should be discussed only after all other alternate methods have been exhausted. Bypassing is not included in the project scope of work. If bypass is needed, the contractor shall submit the bypass plan to the City for review and approval prior to starting the work.

At the completion of an inspection, the inspection crawler/flotation equipment is retrieved at the downstream manhole, and disconnected from the coaxial cable on the inspection truck. The coaxial cable is pulled back through the interceptor by virtue of the cable reel on the inspection truck.

Once all equipment has been safely removed from the sewer, the PACP operator will complete the inspection by downloading all inspection videos, reports, and images onto a DVD or flash drive. A complete PACP observation report is printed and handed to the City for review.

### **Deliverables**

Upon completion of the inspection, the following electronic files will be submitted to the City for review. Inspection data will be furnished using IT Pipes at no additional cost to the City. All requirements of inspection reports will conform to the requirements of the specification documents, including but not limited to the following:

1. Inspection Data (IT Pipes Software)
2. Video Files (wma)
3. Job Photos (JPEG)
4. PDF - NASSCO/PACP Inspection reports
5. Inspection Logs
6. Daily Reports
7. List of specific recommendations for repair, rehabilitation, and/or cleaning
8. Preliminary estimates for the costs to perform repairs, rehabilitation, and/or cleaning as recommended per item 6 of the listed deliverables above.

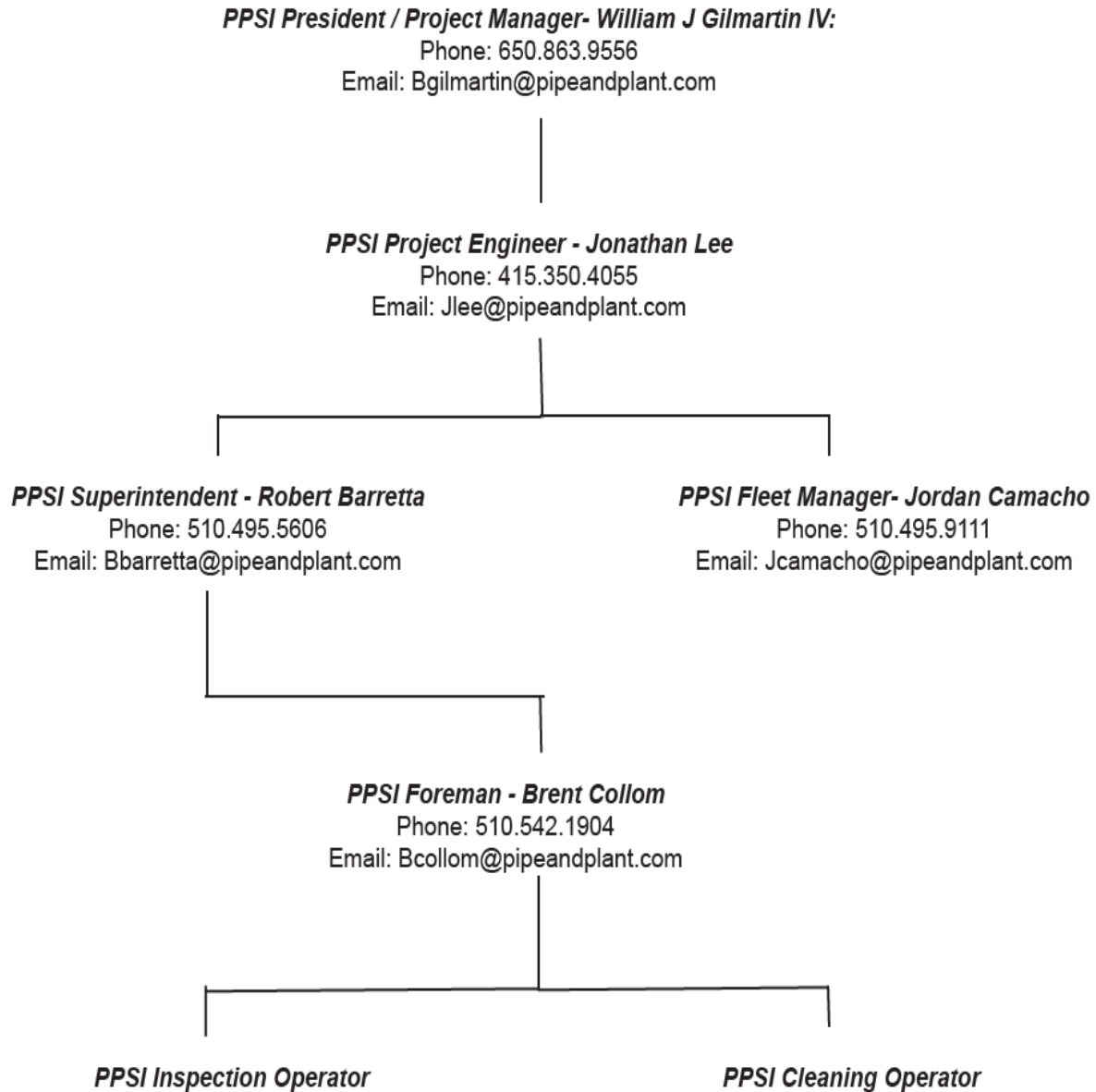
Please note that all the following elements shall be addressed in the PACP population:

- CCTV work shall be performed by using PACP compliant software.
- CCTV data shall be in NASSCO PACP exchange database. The contractor shall properly maintain the link between data and media (video and pictures). Path shall remain active/valid for the length of the project
- The format of video and picture must be in .wma and .jpg format, respectively.
- Data shall be delivered at regular intervals, as agreed upon by City and selected contractor on an interval not to exceed 1 to 4 weeks
- Delivered data shall be in 1 NASSCO PACP exchange database and associated folder / file structure containing only new data and media, but not cumulative data and media.
- The contractor is responsible for safekeeping and backup of data that have not been delivered to the City for the duration of the project
- Final acceptance of data from the City will mark successful delivery of data from contractor. The contractor is responsible for data until City formally accepts data.

Below are the common errors that should be avoided:

- Incorrect input of manhole numbers
- Incorrect upstream/downstream manhole designation
- Incorrect flow direction
- Skipping manholes along a segment

**Project Staffing**





## Proposed Project Schedule

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Length (FT)	Location	Total Work Days
1	42-123	42-124	15	VCP	402	SAN THOMAS EXPWY & WALSH AVE	0.72
2	42-124	42-125	15	VCP	360	EL CAMINO REAL FROM POMEROY AVE TO CALABAZAS BLVD	0.65
3	42-125	32-5	15	VCP	67	EL CAMINO REAL & CALABAZAS BLVD	0.12
4	43-106	43-94	27	VCP	360	BOWERS AVE FROM DONOVAN AVE TO HOLMES PLACE	0.84
5	43-110	43-106	27	VCP	362	BOWERS AVE FROM EL CAMINO REAL TO DONOVAN AVE	0.85
6	43-18	53-101	27	VCP	400	BOWERS AVE & CABRILLO AVE	0.94
7	43-28	43-18	27	VCP	330	BOWERS AVE FROM MARK AVE TO CABRILLO AVE	0.77
8	43-37	43-28	27	VCP	330	BOWERS AVE FROM MARK AVE TO CABRILLO AVE	0.77
9	43-55	43-37	27	VCP	555	BOWERS AVE FROM BARKLEY AVE TO MARK AVE	1.30
10	43-81	43-53	27	VCP	315	BOWERS AVE FROM WARBURTON AVE TO BARKLEY AVE	0.74
11	43-86	43-81	27	VCP	333	BOWERS AVE FROM WARBURTON AVE TO BARKLEY AVE	0.78
12	43-94	43-86	27	VCP	330	BOWERS AVE FROM DONOVAN AVE TO WARBURTON AVE	0.77
13	45-1	55-41	18	VCP	381	LOS PADRES BLVD & EL CAPITAN AVE	0.78
14	45-11	45-89	18	VCP	190	LOS PADRES BLVD & CABRILLO AVE	0.39
15	45-17	45-11	18	VCP	202	LOS PADRES BLVD & CABRILLO AVE	0.41
16	45-27	45-17	18	VCP	260	LOS PADRES BLVD FROM MENZEL PL TO CABRILLO AVE	0.53
17	45-28	45-27	18	VCP	53	LOS PADRES BLVD & MENZEL PL	0.11
18	45-37	45-28	18	VCP	85	LOS PADRES BLVD FROM CASTRO PL TO MENZEL PL	0.17
19	45-38	45-37	18	VCP	91	LOS PADRES BLVD FROM CASTRO PL TO MENZEL PL	0.19
20	45-39	45-38	18	VCP	85	LOS PADRES BLVD FROM ROYAL DR TO CASTRO PL	0.17
21	45-45	45-39	18	VCP	146	LOS PADRES BLVD FROM VARGAS PL TO ROYAL DR	0.30
22	45-46	45-45	18	VCP	170	LOS PADRES BLVD FROM RAGGIO AVE TO VARGAS PL	0.35
23	45-47	45-46	18	VCP	60	LOS PADRES BLVD FROM RAGGIO AVE TO VARGAS PL	0.12
24	45-54	45-47	18	VCP	232	LOS PADRES BLVD FROM WARBURTON AVE TO RAGGIO AVE	0.48
25	45-64	45-54	18	VCP	230	LOS PADRES BLVD FROM FATJO PL TO WARBURTON AVE	0.47
26	45-71	45-64	18	VCP	230	LOS PADRES BLVD FROM THOMPSON PL TO FATJO PL	0.47
27	45-72	45-71	18	VCP	230	LOS PADRES BLVD FROM ARGUELLO PL TO THOMPSON PL	0.47
28	45-80	45-72	18	VCP	221	LOS PADRES BLVD FROM BRAY AVE TO ARGUELLO PL	0.45
29	45-88	45-80	18	VCP	265	LOS PADRES BLVD FROM EL CAMINO REAL TO BRAY AVE	0.54
30	45-89	45-91	18	VCP	218	LOS PADRES BLVD FROM CABRILLO AVE TO EL CAPITAN AVE	0.45
31	45-91	45-1	18	VCP	171	LOS PADRES BLVD FROM CABRILLO AVE TO EL CAPITAN AVE	0.35
32	45-92	45-91	18	VCP	75	LOS PADRES BLVD FROM CABRILLO AVE TO EL CAPITAN AVE	0.15
33	47-12	48-2	18	VCP	293	REED ST & DE LA CRUZ BLVD	0.60
34	47-17	47-18	21	VCP	236	REED ST FROM GRANT ST TO DE LA CRUZ BLVD	0.50
35	47-18	47-19	18	VCP	69	REED ST FROM GRANT ST TO DE LA CRUZ BLVD	0.14

36	47-19	47-12	18	VCP	393	REED ST FROM GRANT ST TO DE LA CRUZ BLVD	0.80
37	47-2	57-44	15	VCP	235	LAFAYETTE ST & DE GUILIO AVE	0.42
38	47-24	47-17	21	VCP	63	REED ST & GRANT ST	0.13
39	47-30	47-31	14	VCP	285	LAFAYETTE ST & WARBURTON AVE	0.51
40	47-31	47-32	16	VCP	150	LAFAYETTE ST CROSSING UPRR	0.27
41	47-34	47-24	21	VCP	291	REED ST & GRANT ST	0.62
42	47-59	47-77	15	VCP	384	EL CAMINO REAL & WASHINGTON ST	0.69
43	47-60	47-79	15	VCP	345	EL CAMINO REAL & LEWIS ST	0.62
44	47-61	47-62	21	VCP	265	EL CAMINO REAL & DE LA CRUZ ONRAMP	0.57
45	47-62	47-63	16	VCP	92	DE LA CRUZ OVERCROSSING ABOVE RAILROAD TRACKS	0.17
46	47-63	47-64	16	VCP	190	DE LA CRUZ OVERCROSSING ABOVE RAILROAD TRACKS	0.34
47	47-64	48-29	15	VCP	270	DE LA CRUZ OVERCROSSING ABOVE RAILROAD TRACKS	0.49
48	47-69	47-80	15	VCP	35	THE ALAMEDA & LEWIS ST	0.06
49	47-77	47-60	15	VCP	496	EL CAMINO REAL & LAFAYETTE ST	0.89
50	47-79	47-80	15	VCP	283	EL CAMINO REAL & LEWIS ST	0.51
51	47-80	47-61	15	VCP	136	EL CAMINO REAL & DE LA CRUZ ONRAMP	0.24
52	48-1	58-26	24	VCP	349	DE LA CRUZ BLVD & REED ST	0.78
53	48-10	48-3	24	VCP	339	COLEMAN AVE & REED ST	0.76
54	48-11	48-10	15	VCP	7	COLEMAN AVE & REED ST	0.01
55	48-15	48-11	21	VCP	422	COLEMAN AVE & REED ST	0.90
56	48-16	48-15	21	VCP	86	COLEMAN AVE & REED ST	0.18
57	48-17	48-11	15	VCP	424	DE LA CRUZ ONRAMP & COLEMAN AVE	0.76
58	48-18	48-17	15	VCP	142	DE LA CRUZ ONRAMP & COLEMAN AVE	0.26
59	48-19	48-16	21	VCP	368	DE LA CRUZ ONRAMP & COLEMAN AVE	0.79
60	48-2	48-1	24	VCP	328	DE LA CRUZ BLVD & REED ST	0.73
61	48-2	48-3	18	VCP	95	DE LA CRUZ BLVD & REED ST	0.20
62	48-20	48-19	21	VCP	450	DE LA CRUZ ONRAMP & COLEMAN AVE	0.96
63	48-21	48-20	21	VCP	123	COLEMAN AVE & CARL ST	0.26
64	48-24	48-21	21	VCP	326	COLEMAN AVE & CARL ST	0.70
65	48-29	48-18	15	VCP	485	DE LA CRUZ OVERCROSSING ABOVE RAILROAD TRACKS	0.87
66	48-3	58-29	24	VCP	487	DE LA CRUZ BLVD & REED ST	1.09
67	48-30	48-24	21	VCP	421	COLEMAN AVE & BROKAW RD	0.90
68	48-31	48-30	18	VCP	528	COLEMAN AVE & BROKAW RD	1.08
69	48-32	48-31	18	VCP	150	COLEMAN AVE & BROKAW RD	0.31
70	48-34	48-32	18	VCP	46	COLEMAN AVE & BROKAW RD	0.09
71	48-36	48-34	18	VCP	317	BROKAW RD NEXT TO RAILROAD TRACKS	0.65
72	48-37	48-38	18	VCP	35	RAILROAD AVE & BENTON ST	0.07
73	48-38	48-36	18	VCP	253	RAILROAD AVE & BENTON ST	0.52

74	48-40	48-38	18	VCP	34	RAILROAD AVE & BENTON ST	0.07
75	48-41	48-40	18	VCP	23	RAILROAD AVE & BENTON ST	0.05
76	48-46	48-58	24	VCP	113	BENTON ST & EL CAMINO REAL	0.23
77	48-47	48-50	18	VCP	153	BENTON ST & EL CAMINO REAL	0.31
78	48-48	48-51	18	VCP	182	BENTON ST & EL CAMINO REAL	0.37
79	48-49	48-48	18	VCP	24	BENTON ST & EL CAMINO REAL	0.05
80	48-50	48-37	14	VCP	186	RAILROAD AVE & BENTON ST	0.33
81	48-51	48-41	18	VCP	143	RAILROAD AVE & BENTON ST	0.29
82	48-52	48-41	15	VCP	385	RAILROAD AVE & BENTON ST	0.69
83	48-58	48-50	18	VCP	145	BENTON ST & EL CAMINO REAL	0.30
84	52-118	52-119	21	VCP	9	MACHADO AVE & CALABAZAS BLVD	0.02
85	52-99	52-100	15	VCP	411	MACHADO AVE & FORDHAM DR	0.74
86	53-101	53-88	27	VCP	360	BOWERS AVE & MONROE ST	0.84
87	53-105	53-106	24	VCP	25	CHROMITE DR & BOWERS AVE	0.06
88	53-105	53-41	18	VCP	27	CHROMITE DR & BOWERS AVE	0.06
89	53-21	53-7	27	VCP	732	BOWERS AVE & AGATE DR	1.71
90	53-22	53-21	30	VCP	80	BOWERS AVE & CHROMITE DR	0.21
91	53-27	54-42	27	VCP	166	CHROMITE DR & CORTEZ DR	0.39
92	53-34	53-22	30	VCP	197	BOWERS AVE & CHROMITE DR	0.52
93	53-41	53-34	18	VCP	204	BOWERS AVE & CHROMITE DR	0.42
94	53-43	53-34	30	VCP	146	BOWERS AVE & CHROMITE DR	0.38
95	53-53	53-43	30	VCP	298	BOWERS AVE & CHROMITE DR	0.78
96	53-54	53-53	30	VCP	300	BOWERS AVE & BONNIE DR	0.79
97	53-7	63-36	27	VCP	269	BOWERS AVE & AGATE DR	0.63
98	53-73	53-54	30	VCP	360	BOWERS AVE & BONNIE DR	0.94
99	53-80	53-73	30	VCP	385	BOWERS AVE & MONROE ST	1.01
100	53-88	53-80	27	VCP	308	BOWERS AVE & MONROE ST	0.72
101	54-10	64-46	18	VCP	352	SAN THOMAS EXPWY & WALSH AVE	0.72
102	54-14	54-10	18	VCP	384	SAN THOMAS EXPWY & WALSH AVE	0.79
103	54-18	54-14	18	VCP	379	SAN THOMAS EXPWY & WALSH AVE	0.78
104	54-24	54-26	18	VCP	154	CIMARRON DR & ALVARADO DR	0.32
105	54-25	54-24	18	VCP	43	CIMARRON DR & ALVARADO DR	0.09
106	54-26	54-27	18	VCP	125	CIMARRON DR & ALVARADO DR	0.26
107	54-27	54-18	18	VCP	376	CIMARRON DR & ALVARADO DR	0.77
108	54-35	54-25	18	VCP	186	CIMARRON DR & ALVARADO DR	0.38
109	54-36	54-35	18	VCP	200	CIMARRON DR & ALVARADO DR	0.41
110	54-45	54-36	18	VCP	215	MONROE ST & SAN THOMAS EXPWY	0.44
111	54-46	54-45	18	VCP	247	MONROE ST & SAN THOMAS EXPWY	0.51

112	54-5	54-6	15	VCP	365	WALSH AVE FROM SAN TOMAS EXPWY TO SCOTT BLVD	0.66
113	54-57	54-46	18	VCP	205	MONROE ST & SAN THOMAS EXPWY	0.42
114	54-58	54-57	18	VCP	202	MONROE ST & SAN THOMAS EXPWY	0.41
115	54-59	54-58	18	VCP	98	MONROE ST & SAN THOMAS EXPWY	0.20
116	54-6	54-86	15	VCP	186	WALSH AVE WEST OF SAN TOMAS AQUINO CREEK	0.33
117	55-41	55-40	18	VCP	195	LOS PADRES BLVD & MONROE ST	0.40
118	56-10	56-9	15	VCP	60	LAFAYETTE ST FROM MARTIN AVE TO WALSH AVE	0.11
119	56-11	56-10	15	VCP	226	LAFAYETTE ST FROM MARTIN AVE TO WALSH AVE	0.41
120	56-12	56-11	15	VCP	89	LAFAYETTE ST FROM MARTIN AVE TO WALSH AVE	0.16
121	56-13	56-12	15	VCP	367	LAFAYETTE ST FROM MARTIN AVE TO WALSH AVE	0.66
122	56-19	56-20	15	VCP	401	MARTIN AVE FROM SCOTT BLVD TO LAFAYETTE ST	0.72
123	56-20	56-21	15	VCP	484	MARTIN AVE FROM SCOTT BLVD TO LAFAYETTE ST	0.87
124	56-21	56-13	15	VCP	359	MARTIN AVE FROM SCOTT BLVD TO LAFAYETTE ST	0.65
125	56-6	56-7	15	VCP	5	WALSH AVE & LAFAYETTE ST	0.01
126	56-7	56-8	15	VCP	72	WALSH AVE & LAFAYETTE ST	0.13
127	56-8	57-1	15	VCP	281	WALSH AVE FROM LAFAYETTE ST TO UPRR	0.51
128	56-9	56-7	15	VCP	167	WALSH AVE & LAFAYETTE ST	0.30
129	56-Phantom	56-2	30	VCP	65	WALSH AVE FROM SCOTT BLVD TO LAFAYETTE ST	0.17
130	57-1	57-2	15	VCP	245	WALSH AVE FROM LAFAYETTE ST TO UPRR	0.44
131	57-13	57-14	15	VCP	410	MARTIN AVE FROM UPRR TO DE LA CRUZ BLVD	0.74
132	57-14	57-15	15	VCP	350	MARTIN AVE FROM UPRR TO DE LA CRUZ BLVD	0.63
133	57-15	58-12	15	VCP	315	MARTIN AVE FROM UPRR TO DE LA CRUZ BLVD	0.57
134	57-2	57-3	15	VCP	343	WALSH AVE FROM LAFAYETTE ST TO UPRR	0.62
135	57-20	57-31	15	VCP	50	MATHEW ST FROM LAFAYETTE ST TO UPRR	0.09
136	57-28	57-29	15	VCP	48	MATHEW ST FROM LAFAYETTE ST TO UPRR	0.09
137	57-29	57-20	15	VCP	353	MATHEW ST FROM LAFAYETTE ST TO UPRR	0.64
138	57-3	57-4	15	VCP	410	WALSH AVE FROM LAFAYETTE ST TO UPRR	0.74
139	57-31	57-32	15	VCP	213	MATHEW ST FROM LAFAYETTE ST TO UPRR	0.38
140	57-32	57-33	15	VCP	75	MATHEW ST FROM LAFAYETTE ST TO UPRR	0.13
141	57-33	57-42	18	VCP	118	MATHEW ST FROM LAFAYETTE ST TO UPRR	0.24
142	57-34	57-36	18	VCP	130	MATHEW ST CROSSING UPRR	0.27
143	57-35	57-39	18	VCP	125	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	0.26
144	57-36	57-37	18	VCP	186	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	0.38
145	57-37	57-38	18	VCP	66	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	0.14
146	57-38	57-35	18	VCP	208	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	0.43
147	57-38	57-58	24	VCP	342	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	0.76
148	57-39	58-21	18	VCP	470	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	0.96
149	57-4	57-55	15	VCP	160	WALSH AVE FROM LAFAYETTE ST TO UPRR	0.29

150	57-40	58-23	24	VCP	390	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	0.83
151	57-44	57-29	15	VCP	320	LAFAYETTE ST FROM DI GIULIO AVE TO MATHEW ST	0.58
152	57-57	68-23	30	VCP	180	DE LA CRUZ BLVD AND WALSH AVE	0.47
153	57-58	57-40	24	VCP	70	MATHEW AVE FROM & DE LA CRUZ	0.15
154	57-6	57-56	18	VCP	80	DE LA CRUZ BLVD & WALSH AVE	0.16
155	58-10	58-11	15	VCP	18	DE LA CRUZ BLVD & MARTIN AVE	0.03
156	58-11	58-8	24	VCP	525	DE LA CRUZ BLVD & MARTIN AVE	1.12
157	58-12	58-10	15	VCP	67	DE LA CRUZ BLVD & MARTIN AVE	0.12
158	58-12	58-9	24	VCP	365	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	0.78
159	58-14	58-12	24	VCP	335	DE LA CRUZ BLVD FROM ROBERT AVE TO MARTIN AVE	0.71
160	58-15	58-11	24	VCP	326	DE LA CRUZ BLVD FROM ROBERT AVE TO MARTIN AVE	0.70
161	58-17	58-14	24	VCP	340	DE LA CRUZ BLVD FROM ROBERT AVE TO MARTIN AVE	0.73
162	58-18	58-19	24	VCP	45	DE LA CRUZ BLVD FROM ROBERT AVE TO MARTIN AVE	0.10
163	58-19	58-15	24	VCP	312	DE LA CRUZ BLVD FROM ROBERT AVE TO MARTIN AVE	0.67
164	58-2	68-20	24	VCP	128	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	0.27
165	58-21	58-17	24	VCP	425	DE LA CRUZ BLVD FROM MATHEW ST TO ROBERT AVE	0.91
166	58-21	58-22	18	VCP	87	DE LA CRUZ BLVD & MATHEW ST	0.18
167	58-22	58-18	24	VCP	425	DE LA CRUZ BLVD FROM MATHEW ST TO ROBERT AVE	0.91
168	58-23	58-21	24	VCP	8	DE LA CRUZ BLVD & MATHEW ST	0.02
169	58-26	58-23	24	VCP	335	DE LA CRUZ BLVD FROM REED ST TO MATHEW ST	0.71
170	58-29	58-22	24	VCP	492	DE LA CRUZ BLVD FROM REED ST TO MATHEW ST	1.05
171	58-3	68-20	30	VCP	175	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	0.46
172	58-4	58-3	24	VCP	330	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	0.70
173	58-5	58-2	24	VCP	426	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	0.91
174	58-6	58-5	24	VCP	215	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	0.46
175	58-7	58-4	24	VCP	275	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	0.59
176	58-8	58-6	24	VCP	225	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	0.48
177	58-9	58-7	24	VCP	395	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	0.84
<b>TOTAL BASE:</b>							<b>87.95</b>

## **EXHIBIT B SCHEDULE OF FEES**

The proposal line item amounts form the basis of monthly progress payments. Proposal items are not intended to be exclusive description of work categories. Each line item includes, but is not limited to, the pricing of all materials, labor, mobilization, demobilization, traffic control plans, nonstandard work time allowances, inspection services, assessment, disposal, PACP rating compliance, report compilation, OSHA compliance, equipment, monitoring of upstream lines to prevent unduly surcharging lines and sewer systems backups, and all other work and services necessary to complete the project in full. Additional cleaning and disposal for pipelines containing more than fifteen percent of the pipe capacity shall be covered under a not to exceed amount as shown on Line Item 178, to be exercised only upon written authorization from the City. Night work is permitted with approval from the City and will allow the contractor to work under low sewage flow condition.

Any remediation work needed in the event of sewer spills or sewer spill clean- up will be responsible of Contractor, and must be reported immediately at time of incident to the City of Santa Clara.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed **Six Hundred Fifty Thousand Dollars (\$ 650,000.00)**, subject to budget appropriation.

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Length (FT)	Location	Unit	Unit Price	Total
1	42-123	42-124	15	VCP	402	EL CAMINO REAL FROM POMEROY AVE TO CALABAZAS BLVD	LS	\$ 3,810.82	\$ 3,810.82
2	42-124	42-125	15	VCP	360	EL CAMINO REAL FROM POMEROY AVE TO CALABAZAS BLVD	LS	\$ 3,639.27	\$ 3,639.27
3	42-125	32-5	15	VCP	67	EL CAMINO REAL & CALABAZAS BLVD	LS	\$ 1,356.14	\$ 1,356.14
4	43-106	43-94	27	VCP	360	BOWERS AVE FROM DONOVAN AVE TO HOLMES PLACE	LS	\$ 5,184.93	\$ 5,184.93
5	43-110	43-106	27	VCP	362	BOWERS AVE FROM EL CAMINO REAL TO DONOVAN AVE	LS	\$ 5,194.27	\$ 5,194.27
6	43-18	53-101	27	VCP	400	BOWERS AVE & CABRILLO AVE	LS	\$ 5,400.68	\$ 5,400.68
7	43-28	43-18	27	VCP	330	BOWERS AVE FROM MARK AVE TO CABRILLO AVE	LS	\$ 5,021.24	\$ 5,021.24
8	43-37	43-28	27	VCP	330	BOWERS AVE FROM MARK AVE TO CABRILLO AVE	LS	\$ 5,023.11	\$ 5,023.11
9	43-55	43-37	27	VCP	555	BOWERS AVE FROM BARKLEY AVE TO MARK AVE	LS	\$ 7,317.77	\$ 7,317.77
10	43-81	43-53	27	VCP	315	BOWERS AVE FROM WARBURTON AVE TO BARKLEY AVE	LS	\$ 3,861.16	\$ 3,861.16
11	43-86	43-81	27	VCP	333	BOWERS AVE FROM WARBURTON AVE TO BARKLEY AVE	LS	\$ 5,039.29	\$ 5,039.29
12	43-94	43-86	27	VCP	330	BOWERS AVE FROM DONOVAN AVE TO WARBURTON AVE	LS	\$ 5,023.11	\$ 5,023.11
13	45-1	55-41	18	VCP	381	LOS PADRES BLVD & EL CAPITAN AVE	LS	\$ 3,824.70	\$ 3,824.70
14	45-11	45-89	18	VCP	190	LOS PADRES BLVD & CABRILLO AVE	LS	\$ 1,909.25	\$ 1,909.25
15	45-17	45-11	18	VCP	202	LOS PADRES BLVD & CABRILLO AVE	LS	\$ 1,962.25	\$ 1,962.25
16	45-27	45-17	18	VCP	260	LOS PADRES BLVD FROM MENZEL PL TO CABRILLO AVE	LS	\$ 3,296.76	\$ 3,296.76
17	45-28	45-27	18	VCP	53	LOS PADRES BLVD & MENZEL PL	LS	\$ 1,311.99	\$ 1,311.99
18	45-37	45-28	18	VCP	85	LOS PADRES BLVD FROM CASTRO PL TO MENZEL PL	LS	\$ 1,452.22	\$ 1,452.22
19	45-38	45-37	18	VCP	91	LOS PADRES BLVD FROM CASTRO PL TO MENZEL PL	LS	\$ 1,477.31	\$ 1,477.31
20	45-39	45-38	18	VCP	85	LOS PADRES BLVD FROM ROYAL DR TO CASTRO PL	LS	\$ 1,451.87	\$ 1,451.87
21	45-45	45-39	18	VCP	146	LOS PADRES BLVD FROM VARGAS PL TO ROYAL DR	LS	\$ 1,717.91	\$ 1,717.91
22	45-46	45-45	18	VCP	170	LOS PADRES BLVD FROM RAGGIO AVE TO VARGAS PL	LS	\$ 1,822.34	\$ 1,822.34
23	45-47	45-46	18	VCP	60	LOS PADRES BLVD FROM RAGGIO AVE TO VARGAS PL	LS	\$ 1,343.30	\$ 1,343.30
24	45-54	45-47	18	VCP	232	LOS PADRES BLVD FROM WARBURTON AVE TO RAGGIO AVE	LS	\$ 3,173.37	\$ 3,173.37
25	45-64	45-54	18	VCP	230	LOS PADRES BLVD FROM FATJO PL TO WARBURTON AVE	LS	\$ 3,164.65	\$ 3,164.65
26	45-71	45-64	18	VCP	230	LOS PADRES BLVD FROM THOMPSON PL TO FATJO PL	LS	\$ 3,164.65	\$ 3,164.65
27	45-72	45-71	18	VCP	230	LOS PADRES BLVD FROM ARGUELLO PL TO THOMPSON PL	LS	\$ 3,164.65	\$ 3,164.65
28	45-80	45-72	18	VCP	221	LOS PADRES BLVD FROM BRAY AVE TO ARGUELLO PL	LS	\$ 3,123.25	\$ 3,123.25
29	45-88	45-80	18	VCP	265	LOS PADRES BLVD FROM EL CAMINO REAL TO BRAY AVE	LS	\$ 3,317.21	\$ 3,317.21
30	45-89	45-91	18	VCP	218	LOS PADRES BLVD FROM CABRILLO AVE TO EL CAPITAN AVE	LS	\$ 3,114.43	\$ 3,114.43
31	45-91	45-1	18	VCP	171	LOS PADRES BLVD FROM CABRILLO AVE TO EL CAPITAN AVE	LS	\$ 2,905.49	\$ 2,905.49
32	45-92	45-91	18	VCP	75	LOS PADRES BLVD FROM CABRILLO AVE TO EL CAPITAN AVE	LS	\$ 1,407.97	\$ 1,407.97
33	47-12	48-2	18	VCP	293	REED ST & DE LA CRUZ BLVD	LS	\$ 3,439.26	\$ 3,439.26
34	47-17	47-18	21	VCP	236	REED ST FROM GRANT ST TO DE LA CRUZ BLVD	LS	\$ 3,261.36	\$ 3,261.36
35	47-18	47-19	18	VCP	69	REED ST FROM GRANT ST TO DE LA CRUZ BLVD	LS	\$ 1,380.00	\$ 1,380.00
36	47-19	47-12	18	VCP	393	REED ST FROM GRANT ST TO DE LA CRUZ BLVD	LS	\$ 3,873.55	\$ 3,873.55
37	47-2	57-44	15	VCP	235	LAFAYETTE ST & DE GUILIO AVE	LS	\$ 2,045.74	\$ 2,045.74
38	47-24	47-17	21	VCP	63	REED ST & GRANT ST	LS	\$ 1,374.29	\$ 1,374.29
39	47-30	47-31	14	VCP	285	LAFAYETTE ST & WARBURTON AVE	LS	\$ 3,311.17	\$ 3,311.17
40	47-31	47-32	16	VCP	150	LAFAYETTE ST CROSSING UPRR	LS	\$ 1,708.82	\$ 1,708.82
41	47-34	47-24	21	VCP	291	REED ST & GRANT ST	LS	\$ 3,518.48	\$ 3,518.48
42	47-59	47-77	15	VCP	384	EL CAMINO REAL & WASHINGTON ST	LS	\$ 3,737.97	\$ 3,737.97
43	47-60	47-79	15	VCP	345	EL CAMINO REAL & LEWIS ST	LS	\$ 3,578.65	\$ 3,578.65

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Length (FT)	Location	Unit	Unit Price	Total
44	47-61	47-62	21	VCP	265	EL CAMINO REAL & DE LA CRUZ ONRAMP	LS	\$ 3,398.02	\$ 3,398.02
45	47-62	47-63	16	VCP	92	DE LA CRUZ OVERCROSSING ABOVE RAILROAD TRACKS	LS	\$ 1,467.72	\$ 1,467.72
46	47-63	47-64	16	VCP	190	DE LA CRUZ OVERCROSSING ABOVE RAILROAD TRACKS	LS	\$ 1,875.49	\$ 1,875.49
47	47-64	48-29	15	VCP	270	DE LA CRUZ OVERCROSSING ABOVE RAILROAD TRACKS	LS	\$ 3,268.87	\$ 3,268.87
48	47-69	47-80	15	VCP	35	THE ALAMEDA & LEWIS ST	LS	\$ 1,223.03	\$ 1,223.03
49	47-77	47-60	15	VCP	496	EL CAMINO REAL & LAFAYETTE ST	LS	\$ 4,198.17	\$ 4,198.17
50	47-79	47-80	15	VCP	283	EL CAMINO REAL & LEWIS ST	LS	\$ 3,324.83	\$ 3,324.83
51	47-80	47-61	15	VCP	136	EL CAMINO REAL & DE LA CRUZ ONRAMP	LS	\$ 1,637.60	\$ 1,637.60
52	48-1	58-26	24	VCP	349	DE LA CRUZ BLVD & REED ST	LS	\$ 3,908.47	\$ 3,908.47
53	48-10	48-3	24	VCP	339	COLEMAN AVE & REED ST	LS	\$ 3,857.71	\$ 3,857.71
54	48-11	48-10	15	VCP	7	COLEMAN AVE & REED ST	LS	\$ 1,110.46	\$ 1,110.46
55	48-15	48-11	21	VCP	422	COLEMAN AVE & REED ST	LS	\$ 5,208.64	\$ 5,208.64
56	48-16	48-15	21	VCP	86	COLEMAN AVE & REED ST	LS	\$ 1,483.08	\$ 1,483.08
57	48-17	48-11	15	VCP	424	DE LA CRUZ ONRAMP & COLEMAN AVE	LS	\$ 3,902.51	\$ 3,902.51
58	48-18	48-17	15	VCP	142	DE LA CRUZ ONRAMP & COLEMAN AVE	LS	\$ 1,665.13	\$ 1,665.13
59	48-19	48-16	21	VCP	368	DE LA CRUZ ONRAMP & COLEMAN AVE	LS	\$ 3,876.93	\$ 3,876.93
60	48-2	48-1	24	VCP	328	DE LA CRUZ BLVD & REED ST	LS	\$ 3,801.78	\$ 3,801.78
61	48-2	48-3	18	VCP	95	DE LA CRUZ BLVD & REED ST	LS	\$ 1,496.53	\$ 1,496.53
62	48-20	48-19	21	VCP	450	DE LA CRUZ ONRAMP & COLEMAN AVE	LS	\$ 5,341.23	\$ 5,341.23
63	48-21	48-20	21	VCP	123	COLEMAN AVE & CARL ST	LS	\$ 1,653.32	\$ 1,653.32
64	48-24	48-21	21	VCP	326	COLEMAN AVE & CARL ST	LS	\$ 3,680.45	\$ 3,680.45
65	48-29	48-18	15	VCP	485	DE LA CRUZ OVERCROSSING ABOVE RAILROAD TRACKS	LS	\$ 4,154.22	\$ 4,154.22
66	48-3	58-29	24	VCP	487	DE LA CRUZ BLVD & REED ST	LS	\$ 5,680.28	\$ 5,680.28
67	48-30	48-24	21	VCP	421	COLEMAN AVE & BROKAW RD	LS	\$ 5,204.08	\$ 5,204.08
68	48-31	48-30	18	VCP	528	COLEMAN AVE & BROKAW RD	LS	\$ 5,546.21	\$ 5,546.21
69	48-32	48-31	18	VCP	150	COLEMAN AVE & BROKAW RD	LS	\$ 1,733.74	\$ 1,733.74
70	48-34	48-32	18	VCP	46	COLEMAN AVE & BROKAW RD	LS	\$ 1,280.05	\$ 1,280.05
71	48-36	48-34	18	VCP	317	BROKAW RD NEXT TO RAILROAD TRACKS	LS	\$ 3,544.75	\$ 3,544.75
72	48-37	48-38	18	VCP	35	RAILROAD AVE & BENTON ST	LS	\$ 1,234.11	\$ 1,234.11
73	48-38	48-36	18	VCP	253	RAILROAD AVE & BENTON ST	LS	\$ 3,265.02	\$ 3,265.02
74	48-40	48-38	18	VCP	34	RAILROAD AVE & BENTON ST	LS	\$ 1,228.58	\$ 1,228.58
75	48-41	48-40	18	VCP	23	RAILROAD AVE & BENTON ST	LS	\$ 1,180.48	\$ 1,180.48
76	48-46	48-58	24	VCP	113	BENTON ST & EL CAMINO REAL	LS	\$ 1,647.45	\$ 1,647.45
77	48-47	48-50	18	VCP	153	BENTON ST & EL CAMINO REAL	LS	\$ 1,748.29	\$ 1,748.29
78	48-48	48-51	18	VCP	182	BENTON ST & EL CAMINO REAL	LS	\$ 1,872.32	\$ 1,872.32
79	48-49	48-48	18	VCP	24	BENTON ST & EL CAMINO REAL	LS	\$ 1,186.92	\$ 1,186.92
80	48-50	48-37	14	VCP	186	RAILROAD AVE & BENTON ST	LS	\$ 1,829.17	\$ 1,829.17
81	48-51	48-41	18	VCP	143	RAILROAD AVE & BENTON ST	LS	\$ 1,705.11	\$ 1,705.11
82	48-52	48-41	15	VCP	385	RAILROAD AVE & BENTON ST	LS	\$ 3,743.59	\$ 3,743.59
83	48-58	48-50	18	VCP	145	BENTON ST & EL CAMINO REAL	LS	\$ 1,713.35	\$ 1,713.35
84	52-118	52-119	21	VCP	9	MACHADO AVE & CALABAZAS BLVD	LS	\$ 1,123.13	\$ 1,123.13
85	52-99	52-100	15	VCP	411	MACHADO AVE & FORDHAM DR	LS	\$ 3,850.70	\$ 3,850.70
86	53-101	53-88	27	VCP	360	BOWERS AVE & MONROE ST	LS	\$ 5,182.98	\$ 5,182.98



Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Length (FT)	Location	Unit	Unit Price	Total
87	53-105	53-106	24	VCP	25	CHROMITE DR & BOWERS AVE	LS	\$ 1,207.14	\$ 1,207.14
88	53-105	53-41	18	VCP	27	CHROMITE DR & BOWERS AVE	LS	\$ 1,198.07	\$ 1,198.07
89	53-21	53-7	27	VCP	732	BOWERS AVE & AGATE DR	LS	\$ 9,354.03	\$ 9,354.03
90	53-22	53-21	30	VCP	80	BOWERS AVE & CHROMITE DR	LS	\$ 1,547.52	\$ 1,547.52
91	53-27	54-42	27	VCP	166	CHROMITE DR & CORTEZ DR	LS	\$ 3,058.18	\$ 3,058.18
92	53-34	53-22	30	VCP	197	BOWERS AVE & CHROMITE DR	LS	\$ 3,311.68	\$ 3,311.68
93	53-41	53-34	18	VCP	204	BOWERS AVE & CHROMITE DR	LS	\$ 3,051.15	\$ 3,051.15
94	53-43	53-34	30	VCP	146	BOWERS AVE & CHROMITE DR	LS	\$ 3,011.76	\$ 3,011.76
95	53-53	53-43	30	VCP	298	BOWERS AVE & CHROMITE DR	LS	\$ 4,979.24	\$ 4,979.24
96	53-54	53-53	30	VCP	300	BOWERS AVE & BONNIE DR	LS	\$ 4,995.24	\$ 4,995.24
97	53-7	63-36	27	VCP	269	BOWERS AVE & AGATE DR	LS	\$ 3,613.98	\$ 3,613.98
98	53-73	53-54	30	VCP	360	BOWERS AVE & BONNIE DR	LS	\$ 5,342.62	\$ 5,342.62
99	53-80	53-73	30	VCP	385	BOWERS AVE & MONROE ST	LS	\$ 5,489.54	\$ 5,489.54
100	53-88	53-80	27	VCP	308	BOWERS AVE & MONROE ST	LS	\$ 3,821.26	\$ 3,821.26
101	54-10	64-46	18	VCP	352	SAN THOMAS EXPWY & WALSH AVE	LS	\$ 3,695.97	\$ 3,695.97
102	54-14	54-10	18	VCP	384	SAN THOMAS EXPWY & WALSH AVE	LS	\$ 3,837.14	\$ 3,837.14
103	54-18	54-14	18	VCP	379	SAN THOMAS EXPWY & WALSH AVE	LS	\$ 3,812.49	\$ 3,812.49
104	54-24	54-26	18	VCP	154	CIMARRON DR & ALVARADO DR	LS	\$ 1,752.90	\$ 1,752.90
105	54-25	54-24	18	VCP	43	CIMARRON DR & ALVARADO DR	LS	\$ 1,269.81	\$ 1,269.81
106	54-26	54-27	18	VCP	125	CIMARRON DR & ALVARADO DR	LS	\$ 1,627.09	\$ 1,627.09
107	54-27	54-18	18	VCP	376	CIMARRON DR & ALVARADO DR	LS	\$ 3,802.56	\$ 3,802.56
108	54-35	54-25	18	VCP	186	CIMARRON DR & ALVARADO DR	LS	\$ 1,891.36	\$ 1,891.36
109	54-36	54-35	18	VCP	200	CIMARRON DR & ALVARADO DR	LS	\$ 3,034.81	\$ 3,034.81
110	54-45	54-36	18	VCP	215	MONROE ST & SAN THOMAS EXPWY	LS	\$ 3,097.25	\$ 3,097.25
111	54-46	54-45	18	VCP	247	MONROE ST & SAN THOMAS EXPWY	LS	\$ 3,239.09	\$ 3,239.09
112	54-5	54-6	15	VCP	365	WALSH AVE FROM SAN TOMAS EXPWY TO SCOTT BLVD	LS	\$ 3,659.58	\$ 3,659.58
113	54-57	54-46	18	VCP	205	MONROE ST & SAN THOMAS EXPWY	LS	\$ 3,055.68	\$ 3,055.68
114	54-58	54-57	18	VCP	202	MONROE ST & SAN THOMAS EXPWY	LS	\$ 3,044.40	\$ 3,044.40
115	54-59	54-58	18	VCP	98	MONROE ST & SAN THOMAS EXPWY	LS	\$ 1,508.63	\$ 1,508.63
116	54-6	54-86	15	VCP	186	WALSH AVE WEST OF SAN TOMAS AQUINO CREEK	LS	\$ 1,844.31	\$ 1,844.31
117	55-41	55-40	18	VCP	195	LOS PADRES BLVD & MONROE ST	LS	\$ 1,931.04	\$ 1,931.04
118	56-10	56-9	15	VCP	60	LAFAYETTE ST FROM MARTIN AVE TO WALSH AVE	LS	\$ 1,326.66	\$ 1,326.66
119	56-11	56-10	15	VCP	226	LAFAYETTE ST FROM MARTIN AVE TO WALSH AVE	LS	\$ 2,008.48	\$ 2,008.48
120	56-12	56-11	15	VCP	89	LAFAYETTE ST FROM MARTIN AVE TO WALSH AVE	LS	\$ 1,444.81	\$ 1,444.81
121	56-13	56-12	15	VCP	367	LAFAYETTE ST FROM MARTIN AVE TO WALSH AVE	LS	\$ 3,667.27	\$ 3,667.27
122	56-19	56-20	15	VCP	401	MARTIN AVE FROM SCOTT BLVD TO LAFAYETTE ST	LS	\$ 3,806.70	\$ 3,806.70
123	56-20	56-21	15	VCP	484	MARTIN AVE FROM SCOTT BLVD TO LAFAYETTE ST	LS	\$ 4,148.76	\$ 4,148.76
124	56-21	56-13	15	VCP	359	MARTIN AVE FROM SCOTT BLVD TO LAFAYETTE ST	LS	\$ 3,636.99	\$ 3,636.99
125	56-6	56-7	15	VCP	5	WALSH AVE & LAFAYETTE ST	LS	\$ 1,101.91	\$ 1,101.91
126	56-7	56-8	15	VCP	72	WALSH AVE & LAFAYETTE ST	LS	\$ 1,377.28	\$ 1,377.28
127	56-8	57-1	15	VCP	281	WALSH AVE FROM LAFAYETTE ST TO UPRR	LS	\$ 3,315.42	\$ 3,315.42
128	56-9	56-7	15	VCP	167	WALSH AVE & LAFAYETTE ST	LS	\$ 1,767.48	\$ 1,767.48
129	56-Phantom	56-2	30	VCP	65	WALSH AVE FROM SCOTT BLVD TO LAFAYETTE ST	LS	\$ 1,460.05	\$ 1,460.05

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Length (FT)	Location	Unit	Unit Price	Total
130	57-1	57-2	15	VCP	245	WALSH AVE FROM LAFAYETTE ST TO UPRR	LS	\$ 2,087.01	\$ 2,087.01
131	57-13	57-14	15	VCP	410	MARTIN AVE FROM UPRR TO DE LA CRUZ BLVD	LS	\$ 3,845.54	\$ 3,845.54
132	57-14	57-15	15	VCP	350	MARTIN AVE FROM UPRR TO DE LA CRUZ BLVD	LS	\$ 3,599.18	\$ 3,599.18
133	57-15	58-12	15	VCP	315	MARTIN AVE FROM UPRR TO DE LA CRUZ BLVD	LS	\$ 3,455.86	\$ 3,455.86
134	57-2	57-3	15	VCP	343	WALSH AVE FROM LAFAYETTE ST TO UPRR	LS	\$ 3,569.85	\$ 3,569.85
135	57-20	57-31	15	VCP	50	MATHEW ST FROM LAFAYETTE ST TO UPRR	LS	\$ 1,288.00	\$ 1,288.00
136	57-28	57-29	15	VCP	48	MATHEW ST FROM LAFAYETTE ST TO UPRR	LS	\$ 1,276.88	\$ 1,276.88
137	57-29	57-20	15	VCP	353	MATHEW ST FROM LAFAYETTE ST TO UPRR	LS	\$ 3,611.69	\$ 3,611.69
138	57-3	57-4	15	VCP	410	WALSH AVE FROM LAFAYETTE ST TO UPRR	LS	\$ 3,846.88	\$ 3,846.88
139	57-31	57-32	15	VCP	213	MATHEW ST FROM LAFAYETTE ST TO UPRR	LS	\$ 1,955.62	\$ 1,955.62
140	57-32	57-33	15	VCP	75	MATHEW ST FROM LAFAYETTE ST TO UPRR	LS	\$ 1,387.18	\$ 1,387.18
141	57-33	57-42	18	VCP	118	MATHEW ST FROM LAFAYETTE ST TO UPRR	LS	\$ 1,595.40	\$ 1,595.40
142	57-34	57-36	18	VCP	130	MATHEW ST CROSSING UPRR	LS	\$ 1,647.71	\$ 1,647.71
143	57-35	57-39	18	VCP	125	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	LS	\$ 1,626.99	\$ 1,626.99
144	57-36	57-37	18	VCP	186	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	LS	\$ 1,889.95	\$ 1,889.95
145	57-37	57-38	18	VCP	66	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	LS	\$ 1,368.73	\$ 1,368.73
146	57-38	57-35	18	VCP	208	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	LS	\$ 3,068.44	\$ 3,068.44
147	57-38	57-58	24	VCP	342	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	LS	\$ 3,873.08	\$ 3,873.08
148	57-39	58-21	18	VCP	470	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	LS	\$ 5,291.85	\$ 5,291.85
149	57-4	57-55	15	VCP	160	WALSH AVE FROM LAFAYETTE ST TO UPRR	LS	\$ 1,738.00	\$ 1,738.00
150	57-40	58-23	24	VCP	390	MATHEW ST FROM ROBERT AVE TO DE LA CRUZ BLVD	LS	\$ 5,194.27	\$ 5,194.27
151	57-44	57-29	15	VCP	320	LAFAYETTE ST FROM DI GIULIO AVE TO MATHEW ST	LS	\$ 3,476.00	\$ 3,476.00
152	57-57	68-23	30	VCP	180	DE LA CRUZ BLVD AND WALSH AVE	LS	\$ 3,209.49	\$ 3,209.49
153	57-58	57-40	24	VCP	70	MATHEW AVE FROM & DE LA CRUZ	LS	\$ 1,431.45	\$ 1,431.45
154	57-6	57-56	18	VCP	80	DE LA CRUZ BLVD & WALSH AVE	LS	\$ 1,429.76	\$ 1,429.76
155	58-10	58-11	15	VCP	18	DE LA CRUZ BLVD & MARTIN AVE	LS	\$ 1,155.47	\$ 1,155.47
156	58-11	58-8	24	VCP	525	DE LA CRUZ BLVD & MARTIN AVE	LS	\$ 5,869.05	\$ 5,869.05
157	58-12	58-10	15	VCP	67	DE LA CRUZ BLVD & MARTIN AVE	LS	\$ 1,356.14	\$ 1,356.14
158	58-12	58-9	24	VCP	365	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	LS	\$ 3,988.15	\$ 3,988.15
159	58-14	58-12	24	VCP	335	DE LA CRUZ BLVD FROM ROBERT AVE TO MARTIN AVE	LS	\$ 3,836.67	\$ 3,836.67
160	58-15	58-11	24	VCP	326	DE LA CRUZ BLVD FROM ROBERT AVE TO MARTIN AVE	LS	\$ 3,793.04	\$ 3,793.04
161	58-17	58-14	24	VCP	340	DE LA CRUZ BLVD FROM ROBERT AVE TO MARTIN AVE	LS	\$ 3,863.08	\$ 3,863.08
162	58-18	58-19	24	VCP	45	DE LA CRUZ BLVD FROM ROBERT AVE TO MARTIN AVE	LS	\$ 1,306.93	\$ 1,306.93
163	58-19	58-15	24	VCP	312	DE LA CRUZ BLVD FROM ROBERT AVE TO MARTIN AVE	LS	\$ 3,723.00	\$ 3,723.00
164	58-2	68-20	24	VCP	128	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	LS	\$ 1,721.55	\$ 1,721.55
165	58-21	58-17	24	VCP	425	DE LA CRUZ BLVD FROM MATHEW ST TO ROBERT AVE	LS	\$ 5,370.30	\$ 5,370.30
166	58-21	58-22	18	VCP	87	DE LA CRUZ BLVD & MATHEW ST	LS	\$ 1,460.97	\$ 1,460.97
167	58-22	58-18	24	VCP	425	DE LA CRUZ BLVD FROM MATHEW ST TO ROBERT AVE	LS	\$ 5,369.37	\$ 5,369.37
168	58-23	58-21	24	VCP	8	DE LA CRUZ BLVD & MATHEW ST	LS	\$ 1,119.27	\$ 1,119.27
169	58-26	58-23	24	VCP	335	DE LA CRUZ BLVD FROM REED ST TO MATHEW ST	LS	\$ 3,838.06	\$ 3,838.06
170	58-29	58-22	24	VCP	492	DE LA CRUZ BLVD FROM REED ST TO MATHEW ST	LS	\$ 5,703.61	\$ 5,703.61
171	58-3	68-20	30	VCP	175	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	LS	\$ 3,182.48	\$ 3,182.48
172	58-4	58-3	24	VCP	330	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	LS	\$ 3,814.00	\$ 3,814.00

Item #	Upstream Manhole (USMH)	Downstream Manhole (DSMH)	Diameter (in.)	Pipe Material	Length (FT)	Location	Unit	Unit Price	Total
173	58-5	58-2	24	VCP	426	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	LS	\$ 5,374.37	\$ 5,374.37
174	58-6	58-5	24	VCP	215	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	LS	\$ 3,237.71	\$ 3,237.71
175	58-7	58-4	24	VCP	275	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	LS	\$ 3,537.69	\$ 3,537.69
176	58-8	58-6	24	VCP	225	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	LS	\$ 3,287.74	\$ 3,287.74
177	58-9	58-7	24	VCP	395	DE LA CRUZ BLVD FROM MARTIN AVE TO CENTRAL EXPWY	LS	\$ 5,219.28	\$ 5,219.28
178	Additional Cleaning and Disposal (Not to Exceed)*						LS	\$ 66,300.00	\$ 66,300.00
179	Additional Services As Needed (ASA)						LS	\$ 50,418.79	\$ 50,418.79
<b>TOTAL BASE:</b>								\$	650,000.00

**TOTAL BASE PROPOSAL PRICE:** Six Hundred Fifty Thousand Dollars

(in words)

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
  - \$5,000,000 Each occurrence
  - \$5,000,000 General Aggregate
  - \$5,000,000 Products/Completed Operations Aggregate
  - \$5,000,000 Personal Injury
  - \$5,000,000 Project Aggregate
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

**B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than five million dollars (\$5,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of five million dollars (\$5,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. POLLUTION LIABILITY

In the event that this contract involves hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors shall provide a Contractor's Pollution Liability Insurance policy with coverage limits not less than five million dollars (\$5,000,000) each claim in connection with the Work performed under this Contract. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." Any deductible must be declared to and approved by City. Such policy shall cover, at a minimum, liability for bodily injury, damage to and loss of use of property, and clean-up costs arising from sudden, accidental and gradual pollution and remediation in connection with the Work under this Agreement. Contractor will use its best efforts to have the City, Council, officers, employees and volunteers added as additional insureds under this policy. The following provisions shall apply:

1. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

2. Products/completed operations coverage shall extend a minimum of 3 years after project completion.
3. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors.
4. If the insured is using subcontractors the Policy must include work performed "by or on behalf" of the insured.
5. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

#### E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. General Aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement providing coverage at least as broad as Insurance Services Office (ISO) Endorsement CG 2503, 1985 Edition, or insurer's equivalent (CGL);
4. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of

non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

5. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Document 00820.

#### F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Requirements of specific insurance coverage features described in this Agreement shall not be construed to be a limitation of liability on the part of Contractor or any of its subcontractors, nor to relieve any of them of any liability or responsibility under the Contract Documents, as a matter of law or otherwise. Such requirements are not intended by any Party to be limited to providing coverage for the vicarious liability of the City or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this Agreement in any way relating to City is intended to apply to the full extent of the policies involved.
2. Contractor shall maintain all required insurance policies in full force and effect during entire period of performance of the Services under this Agreement of Contract Documents. Contractor shall also keep such insurance in force during warranty and guarantee periods. At time of making application for extension of time, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time.
3. City reserves the right, at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor thirty (30) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate in good faith additional compensation proportional to the increased benefit to City.
4. Any type of insurance or any increase of limits of liability not described in this Exhibit which Contractor requires for its own protection or in

compliance with applicable statutes or regulations, shall be Contractors' responsibility and at its own expense.

5. No liability insurance coverage provided by Contractor to comply with the terms of this Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against Indemnitees. Any property insurance policies affected by Contractor shall be endorsed to delete the subrogation condition as to indemnitees or shall specifically allow Contractor to waive subrogation prior to a loss. Contractor hereby waives any right of recovery against the indemnitees and agrees to require any subcontractor to do so.
6. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
7. Contractor shall cooperate fully with City and Contractor's insurance companies in any safety and accident prevention program and claims handling procedures as established for the performance of Services under this Agreement.
8. All coverage types and limits required under this Agreement are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage which may affect City's protection without City's prior written consent.
9. For purposes of applying insurance coverage only, all contracts pertaining to the performance of services will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
10. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any of the insurance requirements set forth in this Agreement in no way imposes any additional obligations on City nor does it waive any of the City's rights under this Agreement or any other regard.



11. Any provision in this Agreement dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the Parties here to be interpreted as such.
12. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
13. Contractor agrees to obtain and provide to City evidence of Professional Liability insurance for Architects or Engineers if engaged by Contractor to perform any of the Services required under this Agreement. City shall determine the minimum coverage and policy limits required, after consultation with Contractor.
14. The City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. The Contractor's insurance obligations under this Agreement under may be satisfied in whole or in part by adequately funded self-insurance retention, but only after approval from the City Attorney's Office upon satisfactory evidence of financial capacity.
15. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its

equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara [Water & Sewer Utilities]

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

#### I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

## **EXHIBIT D LABOR COMPLIANCE ADDENDUM**

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

### **J. Prevailing Wage Requirements**

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered “public works contractor” with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a “public works contractor”. Those you fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney’s fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### K. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

L. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.