

**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 – Compensation

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum

Exhibit E – Sample Work Order Form

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 July 1, 2024 and terminate on June 30, 2029.

3. WORK ORDERS

- A. Contractor shall provide Sanitary Sewer Inspection and Closed-Circuit Television (CCTV) Services described in Exhibit A to the City on an as-needed basis and as further described pursuant to individual work orders (“Work Orders”) issued in accordance with the Terms and Conditions of this Agreement. Each Work Order shall describe the services and deliverables (collectively “Work”) the Contractor must provide, the time limit within which the Contractor must complete the Work, and the compensation for the Work. Each Work Order shall be substantially in the form specified in Exhibit E.
- B. Contractor acknowledges that Contractor is one of three contractors under contract to perform Sanitary Sewer Inspection and CCTV Services, pursuant to three separate agreements (collectively, the “Sanitary Sewer Inspection and CCTV Services Agreements”). When services are required, the City will solicit quotes from the three contractors and award actual work to the contractor submitting the lowest quote. In the event of an emergency, the City will award work on a rotational basis.
- C. The City will not compensate the Contractor for any Work until the City has executed the Work Order for such Work (“Approved Work Order”).
- D. Each Approved Work Order incorporates the Terms and Conditions of this Agreement and becomes a part of this Agreement. An Approved Work Order must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement control over the terms and conditions contained in an Approved Work Order – even if the Approved Work Order expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Work Order are invalid and unenforceable.
- E. The City has no obligation to issue any Approved Work Orders under this Agreement.

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

There is a maximum aggregate compensation for the Sanitary Sewer Inspection and CCTV Services Agreements and a separate maximum compensation for each Approved Work Order.

- A. Maximum Aggregate Compensation. The maximum aggregate compensation of the Sanitary Sewer Inspection and CCTV Services Agreements is Five Million Dollars (\$5,000,000), subject to budget appropriations.
- B. Each Approved Work Order will specify the maximum amount payable to the Contractor for the work ("Maximum Work Order Compensation"). The Contractor shall fully complete work required by the Approved Work Order for no more than that Maximum Work Order Compensation. City shall only be liable for charges expressly authorized in an Approved Work Order.

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 water@santaclaraca.gov

And to Contractor addressed as follows:

Pipe and Plant Solutions, Inc.
Attn: William Gilmartin IV
600 Castro Street

San Leandro, CA 94557
and by e-mail at 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: _____

GLEN R. GOOGINS
City Attorney

JÖVAN D. GROGAN
City Manager
City of Santa Clara
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 IV
Title: President
Principal Place of Business Address: 600 Castro Street
San Leandro, CA 94577
Email Address: bgilmartin@pipeandplant.com
Telephone: (888) 978-8264
Fax: _____

“CONTRACTOR”

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. OBJECTIVE

Contractor shall provide cleaning and assessment of sewer main segments on an as-needed basis, utilizing National Association of Sewer Service Companies (NASSCO) Pipeline Assessment & Certification Program (PACP & MACP) rating system.

SECTION 2. GENERAL

- 2.1 Contractor shall incorporate its own expertise into the scope of services and to propose additions and/or modifications to the requested scope of services that Contractor deems necessary. Contractor shall be solely responsible for and have control over means, methods, techniques and procedures for providing adequate safety precautions and coordinating all portions of work.
- 2.2 Contractor shall be responsible for examining existing sanitary sewer system maps, sewer main data, specifications, and all other documents to sufficiently determine its ability to perform the work herein.
- 2.3 Work hours are from 7:00 a.m. to 6:00 p.m. Monday to Friday per encroachment permit requirements, excluding City holidays. Night work is permitted with written consent from the City or per the encroachment permit. Work on Saturday is permitted with written consent from the City, between the hours of 9:00 a.m. to 3:00 p.m. In the event of any conflict, the working hours specified on the encroachment permit shall take precedence.
- 2.4 Contractor shall submit a project schedule including an allowance for the permitting process prior to start of work.

SECTION 3. PERMITS AND LICENSES

- 3.1 Contractor shall be responsible for possessing and acquiring all necessary licenses and permits to perform the work specified herein, including but not limited to:
 - 3.1.1 NASSCO Certification (PACP & MACP) for CCTV operators
 - 3.1.2 Confined Space certification
 - 3.1.3 Encroachment permits including traffic control plans. Encroachment permits may be required from one or all of the following depending on the location of work: City of Santa Clara, Santa Clara Valley Water District, Santa Clara County, and the State of California.

SECTION 4. SAFETY

- 4.1 Contractor shall furnish all labor, materials, tools and equipment necessary to clean and inspect sanitary sewer mains in a safe, timely and workmanlike manner and in conformance with the prevailing State and Federal Occupational Safety and Health Act (OSHA).
- 4.2 Costs from delays and losses due to non-conformance to applicable standards shall be solely borne by Contractor.
- 4.3 All trucks coming to a worksite or leaving a worksite with materials or loose debris or liquids shall be loaded in a manner which will prevent dropping of materials, debris, or liquids on public streets. Spillage resulting from hauling operations along or across any public traveled way shall be remedied immediately at Contractor's expense.

SECTION 5. FIELD CONDITIONS

- 5.1 Contractor shall schedule the work to provide minimal interruption to traffic as feasibly possible.
- 5.2 Contractor shall ensure all vehicular, bicycle, and pedestrian traffic are permitted to pass through the work area. The full width of the traveled way shall be open for use by public traffic when CCTV inspection operations are not actively in progress on working day.
- 5.3 Contractor is responsible for providing all traffic control required to complete the work, and for keeping the work area clear of parked vehicles as required. "No Parking" and related signs shall be posted 72 hours prior to commencement of any work, and shall meet all City requirements. No additional compensation will be allowed for providing the free passage of traffic through the work.
- 5.4 Contractor shall maintain free access to all fire hydrants, water valves and meters, and commercial and private driveways.
- 5.5 Storage of material and equipment on City streets will not be permitted.
- 5.6 Contractor shall not leave unattended any open sanitary sewer access points.
- 5.7 Contractor shall ensure all existing fence, lawn, survey monuments, or other improvements within the area of the work are protected from damage. If damaged, facilities shall be replaced by the Contractor in their present location and condition upon completion of the work at no additional cost to the City. Any existing improvements that are damaged by the Contractor shall be replaced or adjusted to the satisfaction of the City.

SECTION 6. SANITARY SEWER MAINLINE CLEANING

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

6.1.1 High-Velocity Hydraulic (Hydro-Cleaning) Equipment: All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a minimum working pressure of 2,000 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 1,000 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.

6.1.2 In the event that a high velocity jetter is ineffective in cleaning the pipeline, Contractor may use an alternate method of cleaning at no extra cost to the City and with City's approval.

6.1.3 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.

6.2 The following is a list of cleaning equipment that **IS NOT** allowed:

6.2.1 Sewer balls or movable dam

6.2.2 Mechanically Powered Equipment: Bucket machines

6.3 Contractor shall use sewer effluent to clean lines. However, if potable or recycled water is needed, Contractor shall apply for a portable hydrant meter from the 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 Contractor.

6.4 Contractor shall 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. Contractor shall clean the main pipe interior to allow for adequate viewing of the sewer main during inspection.

6.5 Sewer main cleaning shall be performed with hydraulically propelled high-velocity jet. The equipment and methods selected shall be in accordance with applicable industry standards and the City's best management practices, including 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. 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.

- 6.6 Contractor shall ensure that water pressure created by the cleaning operations does not damage or cause flooding of public or private property. In addition, Contractor shall ensure that the use of cleaning equipment does not damage existing pipe and manholes. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored to a condition as good as when the Contractor entered upon the work. The cost of such repairs shall be borne by the Contractor.
- 6.7 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.
- 6.8 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. Contractor shall be responsible for removal and disposal of all debris removed during the cleaning process. 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. 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.

SECTION 7. SANITARY SEWER MANHOLE AND PUMP STATION WET WELL CLEANING

- 7.1 Work shall include temporary bypass, dewatering and cleaning of wet well and pump station equipment within wet well.
- 7.2 Contractor shall use sewer effluent to clean lines. However, if potable or recycled water is needed, Contractor shall apply for a portable hydrant meter from the 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 Contractor.
- 7.3 Contractor shall remove all sludge, dirt, sand, rocks, grease, and other solids or semisolid material from the wet well and pump station equipment. Contractor shall clean the wet well to allow for adequate viewing of the walls and floors during inspection.

- 7.4 Cleaning shall be performed with hydraulically propelled high-velocity jet or mechanical methods. The equipment and methods selected shall be in accordance with applicable industry standards and the City's best management practices, including 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 wet well walls and floors and pump station equipment. Contractor may propose an alternate method of cleaning at no extra cost to the City, which may be considered and must be approved in writing by the City.
- 7.5 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 City facilities or pump station equipment. Any damage to the City's facilities shall be repaired by the Contractor immediately at no cost to the City.

SECTION 8. FLOW CONTROL

- 8.1 When sewer line depth of flow at the upstream manhole section being inspected is greater than 20% of the pipe diameter, Contractor shall reduce the flow through bypassing. Bypassing methods shall be approved by and observed by the City, and completed without causing a sanitary sewer overflow (SSO). Sewage shall not be allowed to free flow in gutters, streets, or over sidewalks, etc.
- 8.2 Contractor shall be fully responsible for preventing, containing, recovering, and disposing any spilled sewage. Contractor shall be liable for all fines, penalties, and claims arising from negligently causing a sewage spillage and from any violation of any law, ordinance, code, order, or regulation as result of the spillage.
- 8.3 Contractor shall develop and submit to the City a written Spill Response Plan prior to doing any work for review and approval. The Spill Response Plan shall address how Contractor will respond to any sewage spill. Contractor shall designate a primary representative and include respective phone numbers and cellular phone numbers. The primary representative shall be accessible and available at all times while work is in progress to immediately respond to any related emergency.
- 8.4 Contractor shall act immediately without instructions from the City to control and contain any sewage spill. Contractor shall immediately notify the City of any sewage spill and provide the City a report on all actions taken.
- 8.5 Immediately after inspection work has been completed, Contractor shall restore flow to normal.

SECTION 9. INSPECTION OF SANITARY SEWER MAIN

- 9.1 The camera used for inspection work shall be color format, specifically designed and constructed for use in sewers. The camera, television monitor, and other

components of the video system shall be capable of producing a color picture of quality adequate to identify major defects and locate laterals accurately.

- 9.2 The camera must be able to pan, tilt and rotate 360 degrees.
- 9.3 The camera shall be mounted on skids or tractor suitably sized for the pipe to be televised that will position the camera lens above the liquid flow line, near the center axis of the pipe. The water level shall not be more than 20% of the pipe diameter during the inspection. Any motorized transporters shall have adjustable speed control.
- 9.4 The inspection will be completed one manhole-to-manhole pipe section at a time, in the direction of flow, and the flow in the section being inspected will be suitable controlled as specified.
- 9.5 The camera shall be moved through the pipe at a steady pace not to exceed 30 feet per minute. The camera should be stopped while the operator views defects and features and enters the respective codes.
- 9.6 If, during a run, the camera lens becomes soiled or fogged, the camera shall be shut down and the lens cleaned, even if this requires removing the camera from the line. If the camera is removed from the line for lens cleaning or for cleaning the line of fog, the camera shall be returned to the point where acceptable footage was obtained. Footage of the camera being pulled out of the line for lens cleaning shall not be included in the video. If fog is encountered during a run, Contractor shall stop the camera and ventilate the line to remove the fog. Unclear footage will not be accepted by the City.
- 9.7 If during the inspection the television camera will not pass through the entire sewer pipe, Contractor shall set up equipment so that the inspection can be performed from the opposing manhole in a reverse setup.
- 9.8 The "zero" point of the inspection shall be at the invert of the manhole and at the pipe entrance.

SECTION 10. INSPECTION OF SANITARY SEWER MANHOLE AND PUMP STATION WET WELL

- 10.1 All manholes and wet wells shall be treated as confined spaces. The entry of manholes for cleaning and inspection shall follow confined space protocol. If entry to confined spaces is necessary, Contractor shall follow all Cal-OSHA and Title 8 requirements, including but not limited to:
 - 10.1.1 Having a gas detector on-site at all times, charged, calibrated and ready to go to monitor for safe oxygen levels, hydrogen sulfides, and combustibles.

- 10.1.2** Having a confined space plan and a list of certified confined space individuals.
 - 10.1.3** Using a gas detector before manhole lids are removed and during any manhole entry and document such use.
 - 10.1.4** Having on-site other manhole entry equipment that includes but is not limited to: harness, rope, tripod & winch, ventilators, hard hats, and other personal protective equipment required.
- 10.2** Contractor shall use mechanical devices or equipment to lower and/or remove the video camera whenever possible.
- 10.3** The identified sewer manholes and wet wells shall be inspected for general construction, condition, and evidence of inflow, infiltration or surcharging. The interior of each manhole shall also be photographed and documented.
- 10.3.1** The City will provide Contractor a list of sewer mainlines to be inspected that includes manhole ID's of both the upstream and downstream manhole connections. Contractor shall inspect each manhole connected to the sewer mainline to be inspected.
- 10.4** Contractor will be responsible for performing the following tasks:
- 10.4.1** Assess and record results of manhole and wet well inspection on an inspection form approved by the City.
 - 10.4.2** Measure depth of each manhole and associated pipelines. Contractor shall provide rim to the invert of every incoming and outgoing pipe, location and diameter of pipes within the manhole.
 - 10.4.3** Perform inspection of each manhole and wet well per NASSCO MACP standard.
- 10.5** In addition to providing a manhole inspection form, Contractor shall provide the following deliverables associated with manhole inspections:
- 10.5.1** Manhole Inspection Table
 - 10.5.2** List of any manholes within the scope that were not inspected and an explanation of why they were not inspected.

SECTION 11. DELIVERABLES

- 11.1** Daily Progress Reports – Daily progress reports shall include the following: date of report, start and stop times, crew names and classifications, number and type of

equipment used, and locations and description of work performed. Reports shall include minimum two pictures of the work performed.

- 11.2 Schedules – A three week look ahead showing the anticipated work locations and durations shall be submitted on a weekly basis.
- 11.3 CCTV Inspection Files – Video, pictures and reports shall be submitted per the requirements in Section 12.
- 11.4 Final Report – Contractor shall prepare a final report in PDF format. The report shall include at minimum: project description, scope of work, methodology, condition ratings of all inspected facilities and a priority ranking for repairs.

Report shall include a summary table showing the inspected facilities and provide the following information: upstream and downstream manhole numbers, Facility ID, length, diameter, material, location (street name), PACP structural quick rating and PACP maintenance quick rating. A copy of the summary table in Microsoft Excel format shall be provided by the Contractor.

SECTION 12. SUBMITTAL REQUIREMENTS

- 12.1 Contractor shall use the City's construction management software eBuilder to submit invoices and daily progress reports.
- 12.2 All data shall be collected and delivered via one of the formats listed below. All video files shall be MP4 H.264 codec.
 - 12.2.1 ITpipes Mobile (preferred); or
 - 12.2.2 PACP7 format and delivered via a PACP7 exchange database. Contractor shall utilize the required fields per PACP7 in addition to the following:
 - 12.2.2.1 Pipe Segment Reference Number – Entered as the Santa Clara Facility ID (format ##-#####).
 - 12.2.2.2 Project – Enter Contractor name or abbreviation. Field entry should be consistent for all task orders.
 - 12.2.2.3 Drainage Area – Enter the agreed upon Project Name
 - 12.2.2.4 PACP certification numbers shall be entered without hyphens
 - 12.2.3 Contractor shall deliver a sample set of data (minimum 5 sample inspections) for the City to verify import functions prior to start of work.
 - 12.2.4 MACP data shall be submitted via a Lucity form available on the Apple App Store. Contractor is required to download application. City will assist to setup user account.

- 12.3** The following information must be provided as screen text on the video recording:
- 12.3.1** Owner as City of Santa Clara
 - 12.3.2** Location of Inspection
 - 12.3.3** Project Name under the Drainage Area field
 - 12.3.4** Upstream and downstream manhole numbers
 - 12.3.5** Direction of camera travel
 - 12.3.6** Date and time of day
 - 12.3.7** CCTV company
 - 12.3.8** Operator's name
 - 12.3.9** Pipe Shape (e.g. circular, oval, etc.)
 - 12.3.10** Pipe Diameter
 - 12.3.11** Pipe Material
- 12.4** The following information must be provided as screen text on the video recording at observation locations:
- 12.4.1** Upstream and downstream manhole numbers
 - 12.4.2** PACP defect code and description
 - 12.4.3** Clock indicator of defect
 - 12.4.4** Distance from start manhole
- 12.5** The text shall be clearly displayed on a contrasting background (e.g., white text on dark background or black text on white background). This text shall be displayed for approximately 15 seconds or for the duration of the start-up narration, whichever is longer.
- 12.6** During CCTV, the running screen must include the following information. The display of this information must in no way obscure the central focus of the pipe being inspected.
- 12.6.1** Running footage (distance traveled)
 - 12.6.2** Upstream and downstream (or "from" and "to") manhole numbers of inspected pipe segment.

- 12.7** The end point of the inspected pipe segment shall be indicated with screen text for approximately 15 seconds. The ending screen text shall indicate the following:
- 12.7.1** Ending footage
 - 12.7.2** Date and time of day
 - 12.7.3** Upstream and downstream manhole numbers of inspected pipe segment
- 12.8** A voice narration must be included in the video recording.
- 12.8.1** All observations along the length of the pipe must also be narrated, with a description of the observation and clock position, if applicable.
 - 12.8.2** At the conclusion of the inspection of a pipe segment, the operator shall state the final CCTV footage and indicate that the CCTV inspection of the pipe segment is complete. If the inspection had to be abandoned before reaching the ending manhole, then a statement to this effect shall be made as part of the ending narration with a reason given as to why the inspection could not be completed.
- 12.9** Contractor shall furnish a report and photos indicating the location of all laterals and connections encountered the location of any breaks, obstructions, offsets, high points, sags or other major defects. All reports shall be generated using ITpipes or compatible software with ITpipes and Lucy. The reports should be prepared using NASSCO certified PACP defect coding system for sewer mainline. Media should be high quality “.mp4 (video) and *.jpeg (picture) correctly referenced in the database.
- 12.10** Additional requirements on the CCTV inspection video, report form, and procedure shall be provided upon City’s request.
- 12.11** Contractor shall be responsible for implementing quality assurance/quality control procedures necessary to ensure that all CCTV inspection video, digital photographs and observation data meet the requirements herein. Contractor shall be responsible for correcting or re-televising any rejected segments at its own cost.
- 12.12** Contractor shall deliver the video inspections and logs on a portable hard drive.

EXHIBIT B
COMPENSATION

1. The maximum compensation shall be as set forth in each Approved Work Order (Maximum Work Order Compensation) pursuant to section 3.B. No services will be performed unless both Parties execute an Approved Work Order outlining the services requested by the City and the agreed-upon compensation.
2. Acceptance of sanitary sewer main cleaning and inspection shall be made upon demonstration, through CCTV 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. Contractor shall include in their 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 thereof.
3. Services are payable in one lump sum upon the City's acceptance of the work and Contractor's submission of an invoice and deliverables.
4. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice with supporting documentation.

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:

- \$2,000,000 Each occurrence
- \$2,000,000 General aggregate
- \$2,000,000 Products/Completed Operations aggregate
- \$2,000,000 Personal Injury

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 one million dollars (\$1,000,000) 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.

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. 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. 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.
4. 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 D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. 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.
2. 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.
3. 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.

F. 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.

G. 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 and 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

H. 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 § 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. 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 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 § 1774-1775 (the payment of prevailing wages and documentation of such), § 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 §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 .
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 § 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 § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 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 § 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.

J. 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.

K. 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 § 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.

EXHIBIT E SAMPLE WORK ORDER FORM

This Work Order is issued by the City of Santa Clara acting by and through its **Water & Sewer Utilities Department** (the "Department") to the contractor listed below. This Work Order shall constitute a binding legal contract between the Department and Contractor pursuant to the terms of the Agreement referenced below. In the event of any inconsistency between this Work Order and the Terms and Conditions of the Agreement, the Terms and Conditions of the Agreement shall govern and control.

PART A: GENERAL INFORMATION

Work Order No.:		<input type="checkbox"/> Original
Contract No.		<input type="checkbox"/> First Revised
Contractor Name/Address:	<input type="checkbox"/> Second Revised	
Master Agreement Name:	<input type="checkbox"/> Other _____	
Expiration Date of Agreement:		
Contractor's Project Manager:	Name:	Email:
City's Project Manager	Name:	Email:
Period of Performance for this Work Order:	Start Date:	Expected Completion Date:
Maximum Work Order Compensation:		
Sufficient funds are available in Fund #: (to be completed by City)		
Signatures:		
Contractor Name [Print]:		Date:
_____	<i>Signature</i>	_____
City's Project Manager [Print]:		Date:
_____	<i>Signature</i>	_____
City's Department Director Name [Print]:		Date:
_____	<i>Signature</i>	_____

PART B: SERVICES TO BE PERFORMED FOR WORK ORDER

1. REVISED WORK ORDER

- No
 If yes, provide a brief description of the change(s).

2. SCOPE OF WORK TO BE PERFORMED

The Contractor shall perform the service(s) described below in accordance with all of the Terms and Conditions of the Agreement. (Insert a detailed scope of work below or attach as a separate file.)

3. COMPENSATION

a. **Basis of Compensation:** Time & Materials Fixed Fee

b. **Reimbursable Expenses:**

- No expenses are reimbursable.
 Expenses are separately reimbursable in the maximum amount of: _____

c. **Payment Schedule:** Monthly Completion of Deliverable/Milestone Completion of Work

d. **Payment Terms.** Provide payment terms below or attach as a separate file.