



**City of Hermosa Beach
Public Works Department**

1315 Valley Drive, Hermosa Beach, CA 90254
(310) 318-0214 Fax (310) 937-5015

**Request for Proposal
For
Sanitary Sewer Hydro Flushing and Video Inspection**

(RFP 18-10)

July 1, 2018 THROUGH JUNE 30, 2021

Note to Bidders:

A mandatory pre-bid Meeting is scheduled for Thursday May 31, 2018 at 11:00 am, City Hall, Council Chambers, 1315 Valley Drive, Hermosa Beach. All questions regarding this proposal must be submitted in writing to Ellis Freeman, Public Works Superintendent, on or before 3:00 PM on Thursday June 7, 2018 via email to efreeman@hermosabch.org. It is the responsibility of the bidder to inquire as to the issuance of any addenda prior to the submittal of bid.

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PART 1

NOTICE TO CONTRACTORS

Notice is hereby given that the City of Hermosa Beach will receive sealed proposals at the office of the City Clerk, City Hall, 1315 Valley Drive, Hermosa Beach, CA 90254 until 2:00 p.m. on Thursday June 14, 2018.

SANITARY SEWER MAINTENANCE AND VIDEO INSPECTION

Late proposals will not be accepted.

The proposal shall be enclosed in a sealed envelope addressed to the City Clerk, City of Hermosa Beach, 1315 Valley Drive, Hermosa Beach, CA 90254 and shall be identified in the lower left corner of the envelope "SEALED BID", SEWER MAINTENANCE. City Hall is open Monday through Thursday, from 7:00 a.m. until 6:00 p.m.

No proposal shall be considered unless it is made on proposal forms furnished by the Director of Public Works.

A mandatory pre-bid Meeting is scheduled for Thursday May 31, 2018 at 11:00 am, City Hall, Council Chambers, 1315 Valley Drive, Hermosa Beach. All questions regarding this proposal must be submitted in writing to Ellis Freeman, Public Works Superintendent, on or before 3:00 PM on Thursday June 7, 2018 via email to efreeman@hermosabch.org. It is the responsibility of the bidder to inquire as to the issuance of any addenda prior to the submittal of bid.

A business license is required to do contracted work in the City of Hermosa Beach.

The City of Hermosa Beach reserves the right to reject any or all bids and to waive any irregularity or informality in any bid to the extent permitted by law.

The City of Hermosa Beach reserves the right to delete any item of the bid or to increase quantities/frequencies in any bid item after awarding the agreement.

CITY OF HERMOSA BEACH

Glen W.C. Kau, P.E.
Director of Public Works/City Engineer

PART 2

SECTION 1

INSTRUCTIONS TO BIDDERS

2.1.1 GENERAL

Proposals for this project shall be submitted on the blank forms furnished herewith. When presented, they must be completely filled out in the manner and form indicated therein: (1) showing the proposed prices clearly and legibly in both words and numerals, and (2) properly signed by the bidder, whose address and telephone number shall also be shown. **The City Council reserves the right to reject any bid if all of the above information is not furnished.**

Each proposal submitted shall be presented under sealed cover, and must be filed prior to the time, and at the place, designated in the Notice Inviting Bids.

2.1.2 EXAMINATION, SPECIFICATIONS, AND SITE OF THE WORK

The specifications to which the proposal forms refer are on file and open to inspection in the office of the Director of Public Works.

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means, as they may prefer as to the actual conditions and requirements of the work. Bidders shall not at any time after submission of the bid dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

2.1.3 ESTIMATED QUANTITIES

The quantities shown in the proposal form, and in the estimate included in the specifications, are approximate only, and give a general indication of the amount of work or material to be performed or furnished. They are the quantities, which will be used as a basis for comparison of the proposals.

2.1.4 DISQUALIFICATION OF PROPOSALS

More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted, and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested.

Proposals in which the prices are obviously unbalanced, and those, which are incomplete or show any alteration of form or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal in which the signature of the bidder has been omitted will be rejected.

2.1.5 AWARD OF AGREEMENT

The award of the agreement, if it is awarded, will be made to the most qualified and responsible bidder whose proposal complies with all the prescribed requirements. Until award is made, the right will be reserved to reject any or all bids and to waive technical errors or discrepancies if to do so is deemed to best serve the interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility of the bidder to whom it is proposed to make such award.

2.1.6 PROPOSAL FIGURES

The total cost for the three-year period (not including bid alternates) will be used to compare cost proposals. In case of a discrepancy between words and figures, the words shall prevail. The bid price shown in words shall take precedence over the price shown for the total should any discrepancy exist. An alteration of, or addition to, the form of proposal, which qualifies the bid, will invalidate it. No mention shall be made of Sales Tax or Use Tax; all bid prices submitted will be considered as including such tax.

2.1.7 EXECUTION OF AGREEMENT

If awarded the agreement, the undersigned hereby agrees to sign said agreement and furnish the necessary certificate of insurance within ten (10) days of the Notice of Award of said agreement, and to begin work as of the date on the Notice to Proceed from the City of Hermosa Beach, California.

2.1.8 INSTRUCTIONS FOR SIGNING PROPOSAL (BID) AND AGREEMENT

CORPORATIONS

Give the name of Corporation.

Signatures: President or Vice-President and Secretary or Assistant Secretary.

Affix Corporation seal and Notary's acknowledgment.

Others may sign for the corporation if the Director of Public Works has been furnished a certified copy of a resolution of the Corporation Board of Directors authorizing them to do so.

PARTNERSHIPS

Signatures: All members of partnership, one may sign if the Director of Public Works has a copy of authorization.

Affix Notary's acknowledgment.

JOINT VENTURES

Give the names of the joint ventures.

Signatures: All members of partnership, one may sign if the Director of Public Works has a copy of authorization.

Affix Notary's acknowledgment.

INDIVIDUALS

Signature: The individual.

Affix Notary's acknowledgment.

Another may sign for the individual if the Director of Public Works has been furnished a certified power-of-attorney authorizing the other person to sign.

FICTITIOUS NAMES

Show fictitious name. Satisfy all pertinent requirements shown above.

2.1.9 BONDSBIDDERS BOND

All bidders shall furnish a bid bond executed by an "A Rated" surety company licensed to do business in this State. This binds the bidder to indemnify the City against all losses, not to exceed the sum of the bond, if the bidder fails to execute the agreement signed. Said bid bond shall not be less than 10 percent of the total amount bid for the first year (7/1/2018 through 6/30/2019) of the three year agreement.

A certified check or cashier's check payable to the City may be deposited in lieu of a bid bond. In such event, only the City will retain the security deposit of the top three qualified bidders; all other such securities shall be promptly returned.

2.1.10 QUALIFICATIONS OF BIDDERS

All bidders hereunder must furnish satisfactory evidence to the City that they have operated or are presently operating a sewer hydro-flushing/ CCTV inspection service of the type similar to the operation described in this document and that they have successfully done so long enough that their experience will enable them to maintain operations under all conditions prevailing in this area. If they have not operated such a system, they must show that they have had sufficient experience in comparable fields or employ qualified personnel to comply with the requirements of this agreement.

In order to determine the eligibility of the bidders all of them must list all terminated or existing janitorial services (existing ones will be subject to inspection by City personnel).

Bidders without the experience outlined above, but with sufficient experience in a comparable field, should show that they will have responsible management personnel who are qualified to plan, supervise, direct, and operate the system delineated in the specifications and agreement. All bidders who do not have the required history shall list the names and experience of all such personnel.

As an attachment to the bid, all bidders shall include a listing, with qualifications, of personnel who have had experience in operating a comparable system and who have agreed to work for them in the operation of this agreement.

As an attachment to the proposal, all bidders shall include detailed inventories of their equipment and all accessories by type, by model, year of manufacture, and anticipated remaining useful life as of the date of the inventory. All leased equipment shall be listed separately; the time remaining of each leased machine and option of renewal, where applicable, shall be stated. All equipment proposed to accomplish the work under this agreement must be available upon the effective date of the commencement of operations. Any new equipment proposed to be acquired shall be described in the schedule attached to the bid document stating the scheduled time in calendar days such equipment will be in operation and shall include copies of delivery guaranties by manufacturers.

All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and expertise to perform the services required by these specifications. No agreement (agreement) will be awarded to any bidder who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who at any time lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications.

All bidders shall be held to comply with all laws of the State of California, the rules and regulations promulgated thereunder, the applicable ordinances, the rules and regulations of the City of Hermosa Beach, the ordinances and rules and regulations of the County of Los Angeles, and all other provisions of law. The CONTRACTOR shall meet all the requirements of the legislation and regulations, including any subsequent changes.

PART 3

BID DOCUMENTS

SECTION 1

PROPOSAL TO THE CITY COUNCIL

SANITARY SEWER HYDRO-FLUSHING AND VIDEO INSPECTION

3.1.1 PROPOSAL

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

all materials, labor, tools, equipment, apparatus and other means necessary to do said work, except such thereof as may otherwise be furnished or provided under the terms of said specifications, for the following stated prices as submitted and attached hereto.

3.1.2 REQUIRED PROPOSAL DOCUMENTS

The bidder has submitted a complete Proposal, which includes all of the following documents:

- Proposal to the City Council
- Non-Collusion Affidavit
- Copy of Agreement
- Compensation Insurance Certificate
- Contractor's Industrial Safety Record
- Designation of Sub-Contractors
- Contractor's Hourly Cost
- Bidder's Itemized Cost Breakdown by Year (Cost Proposal)
- References
- Signature Page
- Bid Bond

PART 3

SECTION 2

NON-COLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY EACH Awardee OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA)
)ss
COUNTY OF)

being first duly sworn, deposes and says that he is

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

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

Signed _____

Title

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

PART 2

SECTION 3CONTRACTOR'S INDUSTRIAL SAFETY RECORD

To be submitted with each bid to contract for:

Project Identification Sanitary Sewer Maintenance and Video Inspection Agreement

Bid Date _____

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

Record of Last Five (5) Full Years

Year of Record		2013	2014	2015	2016	2017
1.	No. of Contracts					
2.	Total dollar amount of contracts (in thousands of dollars)					
3.	No. of Fatalities					
4.	No. of lost workday cases					
5.	No. of lost workday cases involving permanent transfer to another job or termination of employment					
6.	No. of lost workdays					

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

PART 3

SECTION 4

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and done by each subcontractor. Only one subcontractor for each portion shall be listed.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the agreement, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting of subcontracting of any portion of the work to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City Council of the City of Hermosa Beach.

PORTION OF WORK	SUBCONTRACTOR'S NAME AND ADDRESS	STATE LICENSE NUMBER	CLASS
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note: Not more than 49% of contract amount shall be subcontracted out.

By submission of this proposal, the Contractor certifies:

1. That he is able to and will perform the balance of all work that is covered in the above subcontractor listing.
2. That the City will be furnished copies of all sub-contracts entered into and bonds furnished by subcontractor for this project.

PART 3

SECTION 5

CONTRACTOR’S HOURLY COSTS

LABOR

CLASSIFICATION/TITLE	HOURLY COST	MARKUP	BILLING COST
Laborer			
Supervisor			
Others (Please List)			

EQUIPMENT

TYPE

FIRM NAME

PART 3

SECTION 6COST PROPOSAL

SEWER MAINTENANCE

1ST YEAR

July 1, 2018 - JUNE 30, 2019

ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Sewer-line Hydro-flush	211,000	LF		
2	Emergency after hours	20 hrs.	HR		
3	CCTV inspections	5,000.	HR		
4	Hourly Cleaning trouble spots	40 hrs.	HR		
5	Trouble spot cleaning	15,000	LF		

Total Costs: _____

Total Costs (In Writing): _____

BID PRICE FORM
SEWER MAINTENANCE
2ND YEAR

JULY 1, 2019 - JUNE 30, 2020

ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Sewer-line Hydro-flush	211,000	LF		
2	Emergency callouts after hours	20 hrs.	HR		
3	CCTV inspections	5,000	LF		
4	Hourly Cleaning trouble spots	40hrs	HR		
5	Trouble spot cleaning	15,000	LF		

Total Costs: _____

Total Costs (In Writing): _____

BID PRICE FORM

SEWER MAINTENANCE

3RD YEAR

JULY 1, 2020 - JUNE 30, 2021

ITEM	DESCRIPTION	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Sewer-line Hydro-flush	211,000	LF		
2	Emergency callouts after hours	20 hrs.	HR		
3	CCTV emergency inspections	5000	LF		
4	Hourly Cleaning trouble spots	40hrs	HR		
5	Trouble spot cleaning	15,000	LF		

Total Costs: _____

Total Costs (In Writing): _____

PART 3

SECTION 7

SIGNATURE PAGE

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

_____ Name of Bidder	_____ Signature
_____	_____ Signature
_____ Address	_____ State Contractor's License No. & Classification (if applicable)
_____ City	_____ Telephone
_____ Zip Code	

PART 3
SECTION 8
REFERENCES

SUBMIT SEPARATELY A LIST OF ALL CONTRACTS IN FORCE AS OF THIS DATE, INCLUDING CONTACT PERSON, AMOUNT OF THE CONTRACT AND TELEPHONE NUMBER.

1.

2.

3.

4.

5.

PART 3

SECTION 9

AGREEMENT FOR SANITARY SEWER MAINTENANCE AND VIDEO INSPECTION

This Agreement for Sanitary Sewer Maintenance and Video Inspection ("Agreement") is made on this ____ day of _____ 2018, at Hermosa Beach, California, by and between the City of Hermosa Beach, a municipal corporation, 1315 Valley Drive, Hermosa Beach, California 90254 (hereinafter referred to as the "CITY") and _____. (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

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

- 1. **SERVICES.** CONTRACTOR shall perform those services set forth in "Exhibit A" (Request for Proposal Document - _____ Services) which is attached hereto and incorporated herein by reference. By executing this Agreement, CONTRACTOR represents that it has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 2. **TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall be completed within the time period designated by CITY. The term of this Agreement shall be for the time period beginning _____, 2018 and ending on _____ unless extended in writing in advance by the CITY.
- 3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated in an amount not to exceed those amounts as listed on pages P-____ through P- ____ of Exhibit A. Compensation shall under no circumstances be increased except by written amendment of this Agreement. CONTRACTOR shall be paid within thirty (30) days of presentation of an invoice to CITY for services performed to CITY's satisfaction. CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by CITY.
- 4. **CONTRACT ADMINISTRATION.**
 - 4.1. **CITY's Representative.** Unless otherwise designated in writing _____, Maintenance Supervisor shall serve as the CITY's

representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

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

5. **TERMINATION.**

- 5.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 5.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

6. **INDEMNIFICATION.**

- 6.1. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable

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

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

7. INSURANCE REQUIREMENTS.

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

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

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

Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- 7.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence.
- 7.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the specific language of Section 8.2.1 below.
 - 7.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
 - 7.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 - 7.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - 7.2.4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 - 7.2.5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 - 7.2.6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- 7.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- 7.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- 7.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
- 7.6. **Nonpayment of Deductible.** The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR'S behalf upon the CONTRACTOR'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.
8. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
9. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 9.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency

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

- 9.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 9.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of Hermosa Beach business license, if required under CITY ordinance.
10. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
11. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.
12. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by the CITY at any time during regular business hours.

13. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and work papers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
14. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
15. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: Glen Kau, Director
Public Works Department

CONTRACTOR:

Attention: _____

16. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

17. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
18. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2018.

CONTRACTOR: (Company Name)

_____(TITLE)_____

Contractors State License #: _____

CITY OF HERMOSA BEACH:

Department Director

John Jalili, Interim City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

PART 3

SECTION 9

COMPENSATION INSURANCE CERTIFICATE

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

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

CONTRACTOR: _____

TITLE: _____

Date: _____

PART 4

SECTION 1

GENERAL PROVISIONS

DEFINITION OF TERMS

Change Order - Any modification of the Agreement made after the Formal Agreement is executed.

City - The City Council of Hermosa Beach or its designated representative.

Contractor - A person or organization identified as such in the Agreement and is referred to throughout the Agreement Document. The term Contractor means the Contractor of his authorized representative.

Daily - Refers to normal hours of work from Monday through Friday with the exception of holidays.

Days - When used to designate a period of time, days shall be in reference to calendar days, unless otherwise specified.

Director of Public Works - That person designated by City Council as Director of Public Works or his designated representative.

Maintenance - Section 16015(b) of the Administrative Code defines maintenance as routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (building, structure, ground facility, utility system) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

Specifications - The written directions, provisions and requirements pertaining to the work and to the quantities and qualities of labor, equipment and materials furnished under this agreement.

Sub-Contractor - An individual, firm or corporation supplying labor or labor and materials for work under this agreement and whose contractual relationship is with the Contractor and not the City.

Supplemental Agreements - Written agreements covering exhibits, schedules, drawings, instructions, alterations, amendments or extensions of the Agreement.

PART 4

SECTION 2

AWARD AND EXECUTION OF AGREEMENT

4.2.1 AGREEMENT DOCUMENT

Documents, which shall be signed and returned to the City by the awardee, are:

- A. Agreement and
- B. Certificate of Insurance - Public Liability and Property Damage Statement
relative to Workers' Compensation

4.2.2 INTENT, INTERPRETATION AND PRECEDENCE OF AGREEMENT DOCUMENTS

The agreement is intended to describe and provide for complete work. Each agreement document is intended to be cooperative and a requirement included in one is as binding as though included in all.

On questions relating to the acceptability of material, machinery, equipment, classification of materials or work, the proper execution progress or sequence of work, quantities, interpretation of the specifications or drawings, the decision of the Director of Public Works shall be final and binding and shall be a condition precedent to any payment under the agreement, unless otherwise ordered by the City.

In the event of a conflict between one agreement document and any of the other agreement documents, the document highest in precedence shall control and supersede the document, which is contrary to it. The order of precedence of the agreement documents is as follows:

- First: Supplemental Agreements - the last being the first in precedence
- Second: Agreement
- Third: Specifications
- Fourth: Plans, schedules or exhibits
- Fifth: Contractor's Proposal

4.2.3 INSURANCE

The Contractor shall purchase and maintain insurance as set forth below and shall not commence work under this agreement until he has obtained all insurance required under this heading.

Neither the City, agent nor appointee of the City shall be personally responsible for any liability arising under the agreement.

Concurrently with the execution of any agreement incorporating these specifications, Contractor shall procure a policy of liability insurance from a company authorized to do business in the State of California, which policy shall insure the City, its officers, agents or employees against any and all liability for death, injury, loss or damage to personal property arising out of or in any manner related to Contractor's operations under any agreement that may be let pursuant to these specifications. Such policy of insurance shall contain not less than the following limits of liability.

The Contractor shall carry and maintain insurance coverage with the City of Hermosa Beach named as additionally insured for public liability and property damage on account of bodily injuries, including death resulting therefrom, in the sum of not less than two million dollars (\$2,000,000) resulting from any one accident which may arise from the operation of the Contractor in the performance of the work that is provided herein.

Said insurance coverage shall provide that Contractor and his insurers are primarily responsible for any loss or injury which arises from Contractor's performance of this agreement and that neither City nor any of its insurers shall be required to contribute to any such loss or injury.

The Contractor shall provide such compensation insurance as required by the Labor Code of the State of California. The Contractor at all times shall keep fully insured at his own expense, all persons employed by him in connection with the agreement as required by the "Workers' Compensation Insurance and Safety Act" of the State of California. The Contractor shall during the life of the agreement, keep on file with the City Clerk evidence that the Contractor is fully and properly insured as required by said Act, which evidence shall be approved by the Hermosa Beach City Attorney as to form and sufficiency.

Contractor shall concurrently with the execution of the agreement, deliver said policy of insurance, or a certified xerographic copy thereof, to the City Attorney for approval by him as to form and sufficiency, and the agreement shall not be effective, for any purpose, until such insurance policy is so delivered and so approved. When such policy has been approved, it shall be filed in the office of the City Clerk of the City. In lieu of filing said insurance policy with the City, the same will be returned to Contractor after approval as to sufficiency and as to form as above provided, if the Contractor shall file with the City a Contractor's Insurance Certificate, executed by the insurance carrier, certifying that the aforesaid insurance is in full force and effect and that all operations of the insured under the agreement entered into pursuant to these specifications are covered thereby, and that the policy will not be canceled without giving the City thirty (30) days prior written notice. Contractor shall pay, at his own expense, all premiums upon said policy and shall maintain the same in full force and effect during the life of the agreement. The procuring of such policy of insurance shall not be construed as a limitation of Contractor's liability or as a full performance on Contractor's part of the indemnification provisions of the agreement. Contractor's liability shall be not

withstanding such policy of insurance, for the full and total amount of any damage, injury or loss caused by or related to Contractor's operations under the agreement.

Said insurance coverage obtained by the Contractor excepting Workers' Compensation Insurance, shall name the City as an additional insured.

4.2.4 FINAL DECISION

The Contractor shall at all times comply immediately with any and all demands made by the Director of Public Works. In the event of controversy between the Director of Public Works and the Contractor, the Contractor agrees to abide by the decision of the City Manager, whose decision shall be final as to all matters in dispute.

4.2.5 CONTROL OF WORK

Within the scope of the agreement, the Director of Public Works has the authority to enforce compliance with the schedule and specifications. The Contractor shall promptly comply with instructions from the Director of Public Works, or his designated representative.

On all questions relating to quantities, the acceptability of material, equipment, or work, the execution, progress or sequence of work and the interpretation of specifications or drawings, the decision of the Public Works Department is final and binding and shall be precedent to any payment under the agreement, unless otherwise ordered by the City Council.

All work and materials are subject to inspection and approval of the Public Works Department. The Contractor shall provide every reasonable facility for ascertaining that the workmanship is in accordance with these specifications. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the agreement.

PART 4

SECTION 3

LEGAL RELATIONS AND RESPONSIBILITIES

4.3.1 LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and future State and Federal laws, all municipal ordinances and regulations of the City and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the work, which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work and shall abide by and comply with all of such laws, ordinances and orders.

4.3.2 SAFETY AND ACCIDENT PREVENTION

In accordance with generally accepted safety practice, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

4.3.3 HOURS OF LABOR

Eight hours constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City twenty-five dollars (\$25.00) for each worker employed in the execution of the agreement by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and in particular of Sections 1810 and 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight hours per day and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

4.3.4 LABOR DISCRIMINATION

No discrimination shall be made in the employment of persons upon Public Works' agreements because of race, religious creed, color, ancestry or national origin, physical handicap, medical condition, marital status, or sex of such person, except as provided in Section 1420 of the Labor Code. Every Contractor for Public Works violating this section is subject to all penalties imposed for violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.

4.3.5 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, (i.e. City business license, State of California Contractor's license) pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor is required to possess a valid License as may be required by the State of California prior to be awarded an agreement.

4.3.6 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to vehicle and pedestrian traffic, including parking legally at all times.

4.3.7 PATENTS

The Contractor shall assume all responsibilities arising from the use of patented material, equipment, devices, or processes used on or incorporated in the work.

4.3.8 RESPONSIBILITY FOR DAMAGE

The City of Hermosa Beach and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

In the event Indemnities are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnities and any all costs and expenses incurred by Indemnities in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnity. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

4.3.9 RECOVERY OF ATTORNEY FEES

Should action be instituted to enforce any of the terms and provisions of the agreement, the prevailing party in such action shall be entitled to recover such reasonable attorney fees as may be affixed by the Court.

HolidayMonth Observed

Independence Day

July

Labor Day

September

Veteran's Day

November

Thanksgiving Day

November

Christmas Day

December

New Year's Day

July

Martin Luther King Day

July

President's Day

February

Memorial Day

May

PART 4

SECTION 5

METHOD OF PAYMENT

4.5.1 PAYMENT

Based on written evidence submitted by the Contractor or on other evidence satisfactory to the City, the Director of Public Works shall recommend to the City Council monthly payment for services rendered. The amount of the monthly payment will be based on the amounts shown on the agreement.

4.5.2 SUSPENSION OF PAYMENT

If after written notice to the Contractor of any deficiencies in his work, or of failure to comply with the agreement provision, or failure to comply with the schedule, the Director of Public Works shall recommend that all or a portion of payments due or to become due under the agreement shall be suspended until the Contractor corrects any such deficiency. The City may suspend said payment until such deficiencies are corrected.

4.5.3 RETENTION

No retention shall be withheld until the end of the agreement. Payment or partial payment shall be withheld when there is an error or discrepancy in the invoice or an incomplete invoice.

4.5.4 FORMAT OF INVOICE

The monthly statement (invoice) submitted by the Contractor shall include the following minimum information:

- A. City purchase order number and issue date
- B. The Contractor's mailing address
- C. Contractor shall submit the original and a duplicate invoice.

4.5.5 TIME SHEETS

Contractor shall keep records of the time that his personnel spend on the agreement. When requested in advance, the Contractor shall furnish the City additional records of man-hours by task and location in electronic form (either PDF or Excel). The request would occur on an infrequent basis and would occur when, for example, there is an opportunity for State or Federal reimbursement as a result of storm damage or other emergencies.

PART 4

SECTION 6

PERSONNEL, EQUIPMENT, MATERIALS, AND SUPERVISION

4.6.1 PERSONNEL

The Contractor shall use and furnish all labor necessary for the satisfactory performance for the work set forth in this agreement.

A. Contractor's Laborers

The Contractor agrees to require his laborers to present a neat appearance at all times while engaged in the performance of their duties and maintain good bearing and deportment toward the public. Should for any reason an employee be unsatisfactory in the opinion of the City, the Contractor, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory laborer.

B. Laborer Attire

The Contractor shall require that each of his employees adhere to basic standards of working attire. These are basically uniforms, with the Contractor's company name or insignia clearly visible, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times, buttoned and tucked in.

4.6.2 EQUIPMENT

The Contractor shall use and furnish all equipment necessary for the satisfactory performance of the work set forth in this agreement. Any additional laborers will be paid at a rate equal to the wage rate and mark up as shown on the form titled "Contractor's Hourly Rate."

(a) Vehicles

Contractor shall display the name of his firm on any vehicles used by the Contractor's employees to carry supplies and equipment. The firm name shall be in letters large enough to be easily legible from a distance of fifty (50) feet.

4.6.3 TELEPHONE SERVICE AND EMERGENCY NUMBERS

The Contractor shall provide the City at all times throughout the duration of this agreement emergency telephone numbers of at least two (2) qualified persons who can be called for emergency conditions at anytime that Contractor's representatives are not immediately available at the job site. An alternate emergency number shall be provided in case no answer is received at the first number. The emergency number shall be used to contact the

representative of the Contractor who can take the necessary action required to alleviate an emergency condition, which threatens to cause damage to any City property.

In addition, the Contractor shall employ person(s) to answer telephone complaints, requests for service, etc.; an answering service will not be considered sufficient for this purpose during normal City working hours. Normal City working hours are 7:00 A.M. to 6:00 P.M., Monday through Thursday.

Contractor is required to maintain an office within a 50-mile radius of the City. Contractor is further required to provide City with a 24-hour emergency number for contact outside normal working hours. The response to an emergency call-out by the Contractor shall not be more than four (4) hours and shall be considered part of the normal agreement except when delayed by problems caused by vehicle accidents or Acts of God.

PART 5

SCOPE OF WORK

5.1.1 GENERAL

Contractor will furnish all labor, materials, equipment and incidentals necessary for the cleaning of approximately 211,000' of sewer lines and 800 manholes described herein. The Contractor shall be responsible for the removal of debris from the pipeline and shall take all the necessary steps to ensure that no spills of any sewage occur. Pipeline debris is described as, but not limited to, sludge, dirt, sand, rocks, grease, roots and other solid or semisolid materials.

Sewer lines are VCP, DIP and PVC and range in sizes from 4 to 24 inches in diameter. Lengths shown are approximate. Payment will be for actual footage cleaned

5.1.2 CLEANING EQUIPMENT

Combination of high velocity hydro-cleaning and vacuum removal equipment shall be utilized and shall have the following features as a minimum:

- A. A minimum of 900 feet of 1-inch diameter high pressure hydro flushing hose
- B. Two or more high velocity nozzles capable of producing a scouring action from 15 degrees to 45 degrees in all size lines to be cleaned. Nozzle skids shall be used for the appropriate size of pipe being cleaned.

Note Nozzle jet orifices shall be inspected periodically by Contractor and City representative to ensure jet diameter not to exceed 0.0860-inch diameter. Nozzle jets will be considered worn if a 3/32" drill bit can be inserted into the jet orifice. The nozzle shall then be removed from service. For nozzles with replaceable jets, the oversize jets shall be replaced before the nozzle can be used again.

- C. A root cutter attachment for 4" through 24" pipe
- D. A high-pressure handgun for washing and scouring manhole walls, channels, shelves and manhole cover frames
- E. A 1,500-gallon minimum water tank pump and a hydraulically driven hose reel
 - F. Equipment operational controls located above ground.
- G. Minimum working pressure of 1500 pounds per square inch at 60 G.P.M. rate
- H. Centrifugal or positive displacement blower vacuum equipment suitable to remove all debris at the downstream manhole while the hydro flushing is being performed
- I. Two (2) two-way hand held radios or cell phones for communication in easements

5.1.3 CLEANING PRECAUTIONS

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

5.1.4 SEWER CLEANING PROCEDURES

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

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

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

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

5.1.5 PERMITS AND ACCESS

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

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

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

5.1.6 MATERIAL REMOVED

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

5.1.7 MATERIAL DISPOSAL

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

5.1.8 SPILL REPORTING AND HANDLING

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

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

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

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

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

5.1.9 CONFINED SPACE ISSUES AND SAFETY ISSUES

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

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

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

5.1.10 TRAFFIC CONTROL

All traffic control shall be in accordance with the latest edition of the Work Area Traffic Control Handbook (WATCH) and City regulations and based on the speed limits posted in the work zones. Flagmen may be required in some locations. Additional local regulations shall have precedence. Contractor shall apply for all traffic control permits and pay all fees and permits for said permits with Caltrans when working on Pacific Coast Highway. Safe and adequate pedestrian and vehicular access shall be provided in accordance with Section 7-10 of the Standard Specifications for Public Works Construction, Latest Edition.

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

5.1.11 WORK PLAN

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

5.1.12 WORK DOCUMENTATION

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

5.1.13 CREW SIZE

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

5.1.14 SEWER LINE VIDEO INSPECTION

A. General

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

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

B. Contractors Requirements

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

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

C. CCTV INSPECTION

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

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

1. Equipment

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

Manual winches, power winches, TV cable powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. Whenever no remote-powered and controlled winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication, will be set up between the two manholes of the section being inspected to ensure that adequate communications exist between the members of the crew.

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

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

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

D. Types of CCTV Inspection

1. Standard Inspection

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

2. Preliminary Inspection

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

- Only significant observations shall be noted.
- In the event a blockage is encountered, a reverse setup shall be attempted.
- Flow control does not apply.
- Camera speed may be increased to a maximum 50 feet per minute.

E. Procedure

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

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

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

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

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

F. CCTV Inspection Report

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

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

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

1. Agency project or contract number
2. CCTV date
3. CCTV time
4. Weather condition
5. Contractor name
6. Contractor job number
7. Operator(s) name(s)
8. Street name or location
9. Cross street name or location
10. Surface material (asphalt, concrete, dirt, etc.)
11. Construction drawing number and sheet number
12. Manhole number (access point) - up stream
13. Manhole number (access point) - down stream
14. Manhole to manhole segment number
15. Manhole depth - up stream
16. Manhole depth - down stream
17. Basin or area (service area)
18. Direction of camera
19. Pipe - size

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

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

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

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

1. Initial Screen Text

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

- Agency project or contract number
- CCTV date

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

2. Running Screen Text

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

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

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

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

3. Ending Screen Text

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

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

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

5.1.15 CITY EQUIPMENT AND LABOR

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

5.1.16 RESEALING MANHOLE COVERS

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

5.1.17 OFFICE FOR INQUIRES AND COMPLAINTS

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

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

5.1.18 Public Relations

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

5.1.19 Working Time Limits

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

5.1.20 Emergency Call Back

The Contractor shall provide employees and equipment to respond to any after hour emergency, sewer plug or spill. A 24-hour contact phone number shall be provided by the Contractor. Contractor must respond within 30 minutes after being contacted by the City. Contractor must mobilize and have the appropriate personnel and equipment in the City of Hermosa Beach within two (2) hours from when the emergency phone call was received. The emergency may require as Vactor truck and video camera vehicle. This response requirement

includes nights, weekends, holidays, and all hours not illustrated in Section 5.1.9. For bidding purposes, costs for this service shall include all mobilization and hourly costs using a two-man, two-hour minimum service.

5.1.21 Damages

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

PART 5

SECTION 2 - PERSONNEL AND SUPERVISION

5.2.1 PERSONNEL REQUIREMENTS

The Contractor shall use and furnish all labor necessary for the satisfactory performance for the work set forth in this contract.

5.2.2 CONTRACTOR'S EMPLOYEE PERFORMANCE

The Contractor agrees to require his/her employees to present a neat appearance at all times while engaged in the performance of their duties. The employees shall also maintain good bearing and deportment toward the public. Should for any reason an employee be unsatisfactory in the opinion of the City, the Contractor, when notified in writing, shall cause that employee to be removed from the job and replaced by a satisfactory employee.

5.2.3 CONTRACTOR'S EMPLOYEE ATTIRE

The Contractor shall require each of his/her employees to adhere to a basic standard of working attire. This standard is a clean uniform with the Contractor's company name or insignia clearly visible, proper shoes, other gear as required by State Safety Regulations and proper wearing of the clothing. Shirts shall be worn at all times, buttoned and tucked in.

5.2.4 KNOWLEDGE & ABILITIES OF CONTRACTOR'S EMPLOYEES

Consists of the ability to use and maintain various tools, ability to perform heavy manual labor and the ability to follow oral and written instructions.

5.2.5 TYPICAL TASKS OF CONTRACTOR'S EMPLOYEES

The Contractor shall supply employees with the skills to perform various semi-skilled duties in connection with cleaning and v CCTV sanitary sewers. The Contractor shall also supply employees with the ability to use and maintain various tools, ability to perform heavy manual labor, ability to follow oral and written instructions.

5.2.6 SPECIAL ACTIVITY REQUIREMENTS

Additional employees shall be supplied by the Contractor if so requested by the Director of Public Works. Any additional employees will be paid at a rate equal to the wage rate and mark up as shown on the form titled "Contractor's Hourly Rate".

5.2.7 LEVEL OF SUPERVISION

The Contractor shall provide adequate supervision as to furnish proper surveillance of workmanship and adherence to the schedule by the employees performing the work. The field supervisor or his/her representative shall check with the Department of Public Works weekly as to (1) schedule of work, (2) complaints and (3) adequacy of performance. The Contractor shall submit such reports as the City may require ensuring compliance with scheduled work. The Supervisor shall be in the City at least 20% of the time while work is in progress. The Contractor shall be penalized Two Hundred and Fifty Dollars (\$250) per week for failing to have a supervisor in the City at least seven hours per week while work is in progress.

5.2.8 APPROVAL OF SUPERVISOR

The Supervisor shall be someone other than the labor type of employee provided in this contract. The Contractor shall provide in writing to the City (before starting work under this contract) the name of the supervisor. After approval of the Supervisor, the Contractor may substitute another individual provided the Contractor makes a written request to the City and said request is approved. The Supervisor should have at least five years practical experience in supervision.

5.2.9 INCLEMENT WEATHER

During inclement weather, the Contractor shall contact the City for the determination of non-operation conditions.

PART 5

SECTION 3 - EQUIPMENT AND MATERIALS

5.3.1 EQUIPMENT

Contractor shall furnish all equipment necessary for the satisfactory performance of the work set forth in this contract.

5.3.2 VEHICLES

Contractor shall display the firm name on any vehicles used by the Contractor's employees to carry supplies and equipment. The firm name shall be in letters large enough to be easily legible from a distance of fifty (50) feet.

5.3.3 EQUIPMENT MAINTENANCE

All equipment used by the Contractor shall be kept in a neat and clean appearance. The equipment shall also be kept in top mechanical condition and properly adjusted, both from an

operational standpoint and from a safety standpoint as in Ordinance 94-1113. Contractor shall be responsible for providing storage for his/her equipment.

5.3.4 SAFETY LIGHTS

All vehicles shall be equipped with an operational rotating amber light when parked or used on public streets.

5.3.5 EQUIPMENT NOISE

City noise level requirements shall apply to all equipment on the project or related to the project including but not limited to trucks, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be voided in favor of light warnings except those required by safety laws for the protection of the public or Contractor's personnel.

5.3.6 AIR POLLUTION

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract and shall not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

5.3.7 MATERIALS TO BE PROVIDED BY CONTRACTOR

Contractor at his/her own cost and expense shall furnish all necessary materials, and tools supplies of good quality and in the amounts necessary to fulfill this contract and to accomplish an acceptable and professional level of cleaning.