

## CITY OF HERMOSA BEACH

### AGREEMENT FOR SANITARY SEWER HYDRO-FLUSHING AND VIDEO INSPECTION MAINTENANCE

This Agreement for Sanitary Sewer Maintenance ("Agreement") is made on this 17<sup>th</sup> day of **September, 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 **Empire Pipe Cleaning & Equipment Inc.** (hereinafter referred to as the "CONTRACTOR").

### RECITALS

- A. CITY proposes to contract for **Sanitary Sewer Hydro-Flushing and Video 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 **Sanitary Sewer Hydro-Flushing and Video Maintenance**) 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 **September 17, 2018** and ending on **June 30, 2021** unless extended in writing in advance by the CITY.
3. **PAYMENT FOR SERVICES.** CONTRACTOR shall be compensated the fixed amount of \$467,710.00 with work beyond the scope of the Agreement to be compensated at an hourly rate as listed on pages P-12 through P-15 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 **Ells Freeman**, 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 **Craig R. Van Thyne** shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 4.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 4.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

#### **5. PREVAILING WAGES.**

- 5.1. Pursuant to Labor Code § 1720, and as specified in 8 California Code of Regulations § 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 5.2. In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

53. CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

54. Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

55. CONTRACTOR and its subcontractors must keep accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the

inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

## **6. LEGAL HOURS OF WORK.**

- 6.1. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.
- 6.2. CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

## **7. TRAVEL AND SUBSISTENCE PAY.**

- 7.1. CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

## **8. TERMINATION.**

- 8.1. **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.
- 8.2. **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.

## **9. INDEMNIFICATION.**

- 9.1. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR 's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
92. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 10, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

## **10. INSURANCE REQUIREMENTS.**

- 10.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
- 10.1.1. **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.

- 10.12 **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.
- 10.13 **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.
- 10.2. **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 10.2.1 below.
  - 1021. "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."
  - 1022. 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.
  - 1023. 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.

- 1024. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
- 1025. 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.
- 1026. 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.

- 10.3. **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.
- 10.4. **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.
- 10.5. **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 8.2 above.
- 10.6. **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.

11. **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.
12. **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.
- 12.1. **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.
- 12.2. **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.
- 12.3. **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.

13. **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.
14. **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.
15. **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.
16. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
17. **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.

18. **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:  
Empire Pipe Cleaning & Equipment Inc.  
1788 North Neville Street  
Orange, CA 92865

Attention: Craig R. Van Thyne, Vice President

19. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
20. **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.
21. **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.

22. **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.
23. **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.
24. **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 17<sup>th</sup> day of SEPTEMBER 2018.

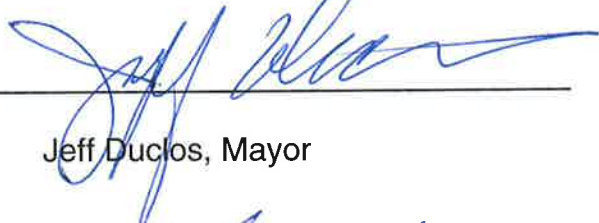
CONTRACTOR: Empire Pipe Cleaning & Equipment, Inc.



(TITLE) Vice-President

Contractors State License #: 363528

CITY OF HERMOSA BEACH:

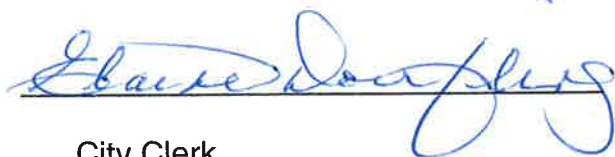


Jeff Duclos, Mayor



John Jalili, Interim City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

## 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 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.

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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.

## 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 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

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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 inquiries 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.

**EXHIBIT – A**

**REQUIRED PROPOSAL  
DOCUMENTS**

# CITY OF HERMOSA BEACH – BID OPENING LOG SHEET

Project Name: Sewer Maintenance

Date: 6/14/2018

Page 1 of 1

|    | Bidder's Name        | Amount of Bid                                            |
|----|----------------------|----------------------------------------------------------|
| 1) | Empire Pipe Cleaning | 1st yr \$156,090<br>2nd yr \$160,310<br>3rd yr \$160,310 |
| 2) | Pro Pipe             | 1st yr \$188,530<br>2nd yr \$194,185<br>3rd yr \$200,011 |
| 3) |                      |                                                          |
| 4) |                      |                                                          |
| 5) |                      |                                                          |
| 6) |                      |                                                          |

Attest:





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

## **SECTION – 2**

# **NON-COLLUSION AFFIDAVIT**

## PART 3

SECTION 2NON-COLLUSION AFFIDAVITNONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY EACH Awardee OF A PRINCIPAL CONTRACT

STATE OF CALIFORNIA )

)ss

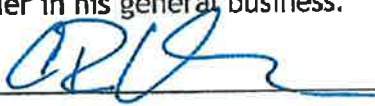
COUNTY OF ORANGE )CRAIG VAN Thyne

being first duly sworn, deposes and says that he is

VICE-PRESIDENT

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

of Empire Pipe Cleaning & Equipment, Inc., 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 VICE-PRESIDENT

Title

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

See Attached Doc.

Notary Public

## **SECTION – 3**

# **CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

**PART 2****SECTION 3****CONTRACTOR'S INDUSTRIAL SAFETY RECORD**

To be submitted with each bid to contract for:

Project Identification Sanitary Sewer Maintenance and Video Inspection Agreement

Bid Date 6/14/2018

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 (City Contracts)                                                                  | 20   | 20   | 21   | 22   | 22   |
| 2.             | Total dollar amount of contracts (in thousands of dollars) (Total Sales)                           | 3.0M | 3.6M | 3.3M | 3.7M | 3.5M |
| 3.             | No. of Fatalities                                                                                  | 0    | 0    | 0    | 0    | 0    |
| 4.             | No. of lost workday cases                                                                          | 0    | 0    | 3    | 0    | 0    |
| 5.             | No. of lost workday cases involving permanent transfer to another job or termination of employment | 0    | 0    | 1    | 0    | 0    |
| 6.             | No. of lost workdays                                                                               | 0    | 0    | 206  | 0    | 0    |

\*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**

**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<br>WORK | SUBCONTRACTOR'S NAME AND<br>ADDRESS | STATE LICENSE<br>NUMBER | CLASS |
|--------------------|-------------------------------------|-------------------------|-------|
| NONE               | NONE                                | NONE                    | NONE  |
|                    |                                     |                         |       |
|                    |                                     |                         |       |
|                    |                                     |                         |       |
|                    |                                     |                         |       |
|                    |                                     |                         |       |
|                    |                                     |                         |       |
|                    |                                     |                         |       |

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.

## **SECTION – 5**

### **CONTRACTOR'S HOURLY COST**

**PART 3****SECTION 5****CONTRACTOR'S HOURLY COSTS****LABOR**

| <b>CLASSIFICATION/TITLE</b> | <b>HOURLY COST</b> | <b>MARKUP</b> | <b>BILLING COST</b> |
|-----------------------------|--------------------|---------------|---------------------|
| Laborer                     | \$54.00            | 30%           | \$70.20             |
| Supervisor                  | \$70.00            | 30%           | \$91.00             |
| Others (Please List)        |                    |               |                     |
| Sewer Tradesman             | \$29.00            | 30%           | \$37.70             |
|                             |                    |               |                     |
|                             |                    |               |                     |
|                             |                    |               |                     |
|                             |                    |               |                     |
|                             |                    |               |                     |
|                             |                    |               |                     |

**EQUIPMENT****TYPE**

Combination Cleaning Truck \$275.00 per hour

CCTV Inspection Truck \$215.00 per hour

FIRM NAME

**EMPIRE PIPE CLEANING  
& EQUIPMENT, INC.  
1788 N. NEVILLE STREET  
ORANGE, CA 92665**

## **SECTION – 6**

### **COST PROPOSAL**

**PART 3****SECTION 6****COST PROPOSAL****SEWER MAINTENANCE****1<sup>ST</sup> YEAR****July 1, 2018 - JUNE 30, 2019**

| ITEM | DESCRIPTION                   | APPROXIMATE<br>QUANTITY | UNIT | UNIT<br>PRICE | TOTAL        |
|------|-------------------------------|-------------------------|------|---------------|--------------|
| 1    | Sewer-line Hydro-flush        | 211,000                 | LF   | \$0.59        | \$124,490.00 |
| 2    | Emergency after hours         | 20 hrs.                 | HR   | \$325.00      | \$6500.00    |
| 3    | CCTV inspections              | 5,000.                  | LF   | \$0.75        | \$3750.00    |
| 4    | Hourly Cleaning trouble spots | 40 hrs.                 | HR   | \$275.00      | \$11,000.00  |
| 5    | Trouble spot cleaning         | 15,000                  | LF   | \$0.69        | \$10,350.00  |
|      |                               |                         |      | Total         | \$156,090.00 |
|      |                               |                         |      |               |              |
|      |                               |                         |      |               |              |

Total Costs: \$156,090.00Total Costs (In Writing): One Hundred Fifty Six Thousand, Ninety Dollars and no cents

EMPIRE PIPE CLEANING  
& EQUIPMENT, INC.  
1788 N. NEVILLE STREET  
ORANGE, CA 92665

**BID PRICE FORM**  
**SEWER MAINTENANCE**

**2<sup>ND</sup> YEAR**

**JULY 1, 2019 - JUNE 30, 2020**

| ITEM | DESCRIPTION                       | APPROXIMATE<br>QUANTITY | UNIT | UNIT<br>PRICE | TOTAL        |
|------|-----------------------------------|-------------------------|------|---------------|--------------|
| 1    | Sewer-line Hydro-flush            | 211,000                 | LF   | \$0.61        | \$128,710.00 |
| 2    | Emergency callouts after<br>hours | 20 hrs.                 | HR   | \$325.00      | \$6500.00    |
| 3    | CCTV inspections                  | 5,000                   | LF   | \$0.75        | \$3750.00    |
| 4    | Hourly Cleaning trouble<br>spots  | 40hrs                   | HR   | \$275.00      | \$11,000.00  |
| 5    | Trouble spot cleaning             | 15,000                  | LF   | \$0.69        | \$10,350.00  |
|      |                                   |                         |      | Total         | \$160,310.00 |
|      |                                   |                         |      |               |              |
|      |                                   |                         |      |               |              |
|      |                                   |                         |      |               |              |

Total Costs: \$160,310.00

Total Costs (In Writing): One Hundred Sixty Thousand ,Three Hundred Ten Dollars and no cents

**EMPIRE PIPE CLEANING  
& EQUIPMENT, INC.  
1788 N. NEVILLE STREET  
ORANGE, CA 92665**

**BID PRICE FORM****SEWER MAINTENANCE****3<sup>RD</sup> YEAR****JULY 1, 2020 - JUNE 30, 2021**

| ITEM | DESCRIPTION                    | APPROXIMATE<br>QUANTITY | UNIT | UNIT<br>PRICE | TOTAL        |
|------|--------------------------------|-------------------------|------|---------------|--------------|
| 1    | Sewer-line Hydro-flush         | 211,000                 | LF   | \$0.61        | \$128,710.00 |
| 2    | Emergency callouts after hours | 20 hrs.                 | HR   | \$325.00      | \$6500.00    |
| 3    | CCTV emergency inspections     | 5000                    | LF   | \$0.75        | \$3750.00    |
| 4    | Hourly Cleaning trouble spots  | 40hrs                   | HR   | \$275.00      | \$11,000.00  |
| 5    | Trouble spot cleaning          | 15,000                  | LF   | \$0.69        | \$10,350.00  |
|      |                                |                         |      | Total         | \$160,310.00 |
|      |                                |                         |      |               |              |
|      |                                |                         |      |               |              |
|      |                                |                         |      |               |              |

Total Costs: \$160,310.00Total Costs (In Writing): One Hundred Sixty Thousand, Three Hundred Ten Dollars and no cents

EMPIRE PIPE CLEANING  
& EQUIPMENT, INC.  
1788 N. NEVILLE STREET  
ORANGE, CA 92665

**SECTION – 7**

**SIGNATURE  
PAGE**

## PART 3

SECTION 7SIGNATURE 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.

Craig Van Thyne for  
Name of Bidder

  
Signature

Empire Pipe Cleaning & Equipment, Inc

Signature

1788 N Neville Street  
Address

363528 C36 and C42

State Contractor's License  
No. & Classification (if applicable)

Orange 92865  
City Zip Code

714-639-8352  
Telephone

## **SECTION – 8**

### **REFERENCES**

**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. See Attached References

2.

3.

4.

5.



1788 N. Neville Street Orange California, 92865  
[www.empirepipecleaning.com](http://www.empirepipecleaning.com)

## References

### City of Norwalk

12650 Imperial Highway  
Norwalk CA. 90650

CONTACT: Julian Lee/ Utilities and Project Manager

PHONE: 562-929-5599

[JLee@norwalkca.gov](mailto:JLee@norwalkca.gov)

Current Service Provider 1997 to Present

EPCE is the service provider for sewer mainline cleaning, lift station cleaning, and frequent trouble spot cleaning for the City of Norwalk. A five-year sewer master plan is being developed and we are using POSM Collection Software for the CCTV Inspection.

Plan is being updated over a 5-year program. POSM data will be linked to GIS

Cleaning 300,000 Feet of Sewer Line annually 1997 to Present

CCTV Inspection of 150,000 lineal Feet per year 2008 to Present

### City of La Palma

7822 Walker Street

La Palma CA. 90623

CONTACT: Carlo Nafarette / Public Works Director, City Engineer

PHONE: 714-690-3312

[CarloN@cityoflapalma.org](mailto:CarloN@cityoflapalma.org)

Current Service Provider 2004 to Present

Citywide Sewer Cleaning, Quarterly Hot Spots, Callouts as Needed, Catch Basin Cleaning, CCTV Inspections, and calcium removal

### City of Cerritos

18125 S. Bloomfield Ave.

Cerritos CA. 90703

CONTACT: Mary Anne Wozniak

PHONE: 310-603-0220

[mwozniak@cerritos.us](mailto:mwozniak@cerritos.us)

Current Service Provider 2000 to Present

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



1788 N. Neville Street Orange California, 92865  
[www.empirepipecleaning.com](http://www.empirepipecleaning.com)

## **References**

### **City of Hermosa Beach**

1315 Valley Drive

Hermosa Beach CA. 90254

CONTACT: Ells Freeman

PHONE: 310-629-1954

[efreeman@hermosabch.org](mailto:efreeman@hermosabch.org)

Current Services Provider 2003 to Present

1315 Valley Dr. Hermosa Beach CA. 90254

Annual Cleaning and Video Inspection of Sewer Lines

### **City of Manhattan Beach**

3621 Bell Ave

Manhattan Beach, CA. 90266

CONTACT: Justin Gervais / Public Works Superintendent

PHONE: 310-345-2442

On call Cleaning and Video Inspection of Sanitary Sewers

400,000 lineal feet / Citywide CCTV Inspection 2004 to 2016

Contact: Craig Van Thyne, Vice President

## **SECTION – 9**

# **COMPENSATION INSURANCE CERTIFICATION**

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: Empire Pipe Cleaning & Equipment, Inc

TITLE: CRAIG VAN THYNE, VICE-PRESIDENT



Date: 6/12/2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** Patriot Risk & Insurance Services  
2415 Campus Drive, Suite #200  
Irvine, CA 92612

www.patrisk.com

OK07568

**CONTACT****NAME:****PHONE** (A/C, No, Ext): (949) 486-7900**FAX**

(A/C, No): (949) 486-7950

**E-MAIL****ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Travelers Indemnity Company of CT

25682

**INSURER B:** Travelers Property Casualty Company of America

25674

**INSURER C:****INSURER D:****INSURER E:****INSURER F:**

**INSURED**  
Empire Pipe Cleaning & Equipment Inc.  
1788 North Neville  
Orange CA 92865

**COVERAGES****CERTIFICATE NUMBER:** 43961469**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | ADDL INSD                           | SUBR WVD                            | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | CO6K521249    | 4/1/2018                | 4/1/2019                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                    |                                     |                                     | 8106K21249    | 4/1/2018                | 4/1/2019                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                              |                                     |                                     | CUP6K553247   | 4/1/2018                | 4/1/2019                | EACH OCCURRENCE \$ 9,000,000<br>AGGREGATE \$ 9,000,000<br>\$                                                                                                                                                                                   |
| B        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                         | Y/N<br><input type="checkbox"/>     | <input checked="" type="checkbox"/> | UB6K20911     | 4/1/2018                | 4/1/2019                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Sanitary Sewer Hydro-Flushing and Video Maintenance  
City of Hermosa Beach, its elected or appointed officers, officials, employees, agents, and volunteers are named as Additional Insureds, includes Primary and Non-contributory with respect to General Liability per endorsement attached as required by written contract. Waiver of subrogation applies to General Liability and Workers' Compensation and in favor of the Additional Insured per the attached endorsements.  
30 days notice of cancellation, 10 days for non-payment of premium. / \$0 Deductible applies to GL/UMB/WC \$1,000 Deductible applies to Auto Liability

**CERTIFICATE HOLDER**

City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach CA 90254

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Dave Jacobson

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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

### 5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                |                                                                                   |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <b>A. Aircraft Chartered With Pilot</b>                                        | <b>H. Blanket Additional Insured – Lessors Of Leased Equipment</b>                |
| <b>B. Damage To Premises Rented To You</b>                                     | <b>I. Blanket Additional Insured – States Or Political Subdivisions – Permits</b> |
| <b>C. Increased Supplementary Payments</b>                                     | <b>J. Knowledge And Notice Of Occurrence Or Offense</b>                           |
| <b>D. Incidental Medical Malpractice</b>                                       | <b>K. Unintentional Omission</b>                                                  |
| <b>E. Who Is An Insured – Newly Acquired Or Formed Organizations</b>           | <b>L. Blanket Waiver Of Subrogation</b>                                           |
| <b>F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</b>   | <b>M. Amended Bodily Injury Definition</b>                                        |
| <b>G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</b> | <b>N. Contractual Liability – Railroads</b>                                       |

### **PROVISIONS**

#### **A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### **B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

### **INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water,

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

## COMMERCIAL GENERAL LIABILITY

### 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

### 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

### 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

### 6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or

### 7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

## C. INCREASED SUPPLEMENTARY PAYMENTS

### 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

### 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGE**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## D. INCIDENTAL MEDICAL MALPRACTICE

### 1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

### 2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

## COMMERCIAL GENERAL LIABILITY

### G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
  - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal Injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A ) –**

**POLICY NUMBER:** UB6K20911

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT – CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

**Endorsement Effective** 4/1/2018

**Policy No.** UB6K20911

**Endorsement No.**  
**Premium**

**Insured** Empire Pipe Cleaning & Equipment Inc.

**Insurance Company** Travelers Indemnity Company of CT

**Countersigned by** \_\_\_\_\_

*Paul A. Jackson*

## **SECTION – 10**

### **BID BOND**

**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

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

Bid Bond Number: CSBA-8002

**SURETY:***(Name, legal status and principal place of business)*

The Hanover Insurance Company  
5 Hutton Centre, Suite 1060  
Santa Ana, CA 92707

**OWNER:***(Name, legal status and address)*

City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach, CA 90254

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered Plural where applicable.

**BOND AMOUNT:** Ten Percent (10%) of Amount Bid**PROJECT:** Sanitary Sewer Maintenance and Video Inspection

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of June, 2018Empire Pipe Cleaning and Equipment, Inc.*(Principal)**(Seal)**(Witness)*CR. O.  
*(Title)* CRANE VAN THYNE, VICE-PRESIDENTThe Hanover Insurance Company*(Surety)**(Seal)**(Witness)*Adrian Benkert-LangrellShaunna Rozelle Ostrom, Attorney-in-Fact

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Daniel Huckabay, Arturo Ayala, Dwight Reilly, Drew Ebright, Andrew Waterbury, Michael Castaneda and/or Shaunna Rozelle Ostrom**

Of Commercial Surety Bond & Insurance Agency Inc., of Orange, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

**RESOLVED:** That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

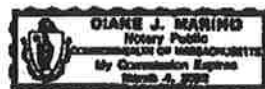
**RESOLVED:** That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 30<sup>th</sup> day of November, 2016.



THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 30<sup>th</sup> day of November, 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*J. Michael Peto*  
J. Michael Peto, Vice President

*Diane J. Marino*  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts; this 11<sup>th</sup> day of June, 2018

**CERTIFIED COPY**

*Theodore G. Martinez*  
Theodore G. Martinez, Vice President

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On June 11, 2018 before me, Adrian Benkert-Langrell, Notary Public  
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

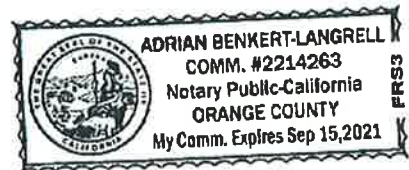
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Adrian Benkert-Langrell  
Adrian Benkert-Langrell

(Seal)



## **SECTION – 11**

### **ACKNOWLEDGEMENT OF ADDENDUM NO. 1 TO THE RFP**



# City of Hermosa Beach

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

## ACKNOWLEDGEMENT OF ADDENDUM

### RFP 18-10 SANITARY SEWER HYDRO FLUSHING AND VIDEO INSPECTION

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

The undersigned acknowledges receipt of **Addendum No. 1** dated May 31, 2018

ATTEST:

CRV

Principal:

Empire Pipe Cleaning & Equipment, Inc.

Address:

1798 N. NEVILLE ST  
ORANGE, CA 92665

By:

CZL

Title:

VICE-PRESIDENT