

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

34942

THIS AGREEMENT is made and entered, in duplicate, as of April 11, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 3, 2018, by and between HOFFMAN SOUTHWEST CORP. DBA PROFESSIONAL PIPE SERVICES, a California corporation ("Contractor"), with a place of business at 23311 Madero, Mission Viejo, California 92691, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with providing inspections of sewer lateral pipelines on customer premises ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using an Invitation to Bid (ITB GO18-051), and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in ITB GO18-051, attached to this Agreement as Exhibit "A" and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Six Hundred Thousand Dollars (\$600,000), at the rates or charges shown in Exhibit "B".

B. City shall pay Contractor in due course of payments following

1 receipt from Contractor and approval by City of invoices showing the services or
2 task performed, the time expended (if billing is hourly), and the name of the Project.
3 Contractor shall certify on the invoices that Contractor has performed the services
4 in full conformance with this Agreement and is entitled to receive payment. Each
5 invoice shall be accompanied by a progress report indicating the progress to date
6 of services performed and covered by the invoice, including a brief statement of any
7 Project problems and potential causes of delay in performance, and listing those
8 services that are projected for performance by Contractor during the next invoice
9 cycle. Where billing is done and payment is made on an hourly basis, the parties
10 acknowledge that this arrangement is either customary practice for Contractor's
11 profession, industry or business, or is necessary to satisfy audit and legal
12 requirements which may arise due to the fact that City is a municipality.

13 C. Contractor represents that Contractor has obtained all
14 necessary information on conditions and circumstances that may affect its
15 performance and has conducted site visits, if necessary.

16 D. By executing this Agreement, Contractor warrants that
17 Contractor (a) has thoroughly investigated and considered the scope of services to
18 be performed, (b) has carefully considered how the services should be performed,
19 and (c) fully understands the facilities, difficulties and restrictions attending
20 performance of the services under this Agreement. If the services involve work upon
21 any site, Contractor warrants that Contractor has or will investigate the site and is
22 or will be fully acquainted with the conditions there existing, prior to commencement
23 of services set forth in this Agreement. Should Contractor discover any latent or
24 unknown conditions that will materially affect the performance of the services set
25 forth in this Agreement, Contractor must immediately inform the City of that fact and
26 may not proceed except at Contractor's risk until written instructions are received
27 from the City.

28 E. Contractor must adopt reasonable methods during the life of

1 the Agreement to furnish continuous protection to the work, and the equipment,
2 materials, papers, documents, plans, studies and other components to prevent
3 losses or damages, and will be responsible for all damages, to persons or property,
4 until acceptance of the work by the City, except those losses or damages as may
5 be caused by the City's own negligence.

6 F. CAUTION: Contractor shall not begin work until this
7 Agreement has been signed by both parties and until Contractor's evidence of
8 insurance has been delivered to and approved by City.

9 2. TERM. The term of this Agreement shall commence at midnight on
10 June 1, 2018, and shall terminate at 11:59 p.m. on May 31, 2019, unless sooner terminated
11 as provided in this Agreement, or unless the services or the Project is completed sooner.
12 The term may be renewed for four (4) additional one-year periods, at the discretion of the
13 City Manager.

14 3. COORDINATION AND ORGANIZATION.

15 A. Contractor shall coordinate its performance with City's
16 representative, if any, named in Exhibit "C", attached to this Agreement and
17 incorporated by this reference. Contractor shall advise and inform City's
18 representative of the work in progress on the Project in sufficient detail so as to
19 assist City's representative in making presentations and in holding meetings on the
20 Project. City shall furnish to Contractor information or materials, if any, described in
21 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
22 perform any other tasks described in the Exhibit.

23 B. The parties acknowledge that a substantial inducement to City
24 for entering this Agreement was and is the reputation and skill of Contractor's key
25 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
26 reference. City shall have the right to approve any person proposed by Contractor
27 to replace that key employee.

28 4. INDEPENDENT CONTRACTOR. In performing its services,

1 Contractor is and shall act as an independent contractor and not an employee,
2 representative or agent of City. Contractor shall have control of Contractor's work and the
3 manner in which it is performed. Contractor shall be free to contract for similar services to
4 be performed for others during this Agreement; provided, however, that Contractor acts in
5 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
6 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
7 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
8 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
9 the usual and customary rights, benefits or privileges of City employees. Contractor
10 expressly warrants that neither Contractor nor any of Contractor's employees or agents
11 shall represent themselves to be employees or agents of City.

12 5. INSURANCE.

13 A. As a condition precedent to the effectiveness of this
14 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
15 duration of this Agreement, from insurance companies that are admitted to write
16 insurance in California and have ratings of or equivalent to A:V by A.M. Best
17 Company or from authorized non-admitted insurance companies subject to Section
18 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
19 by A.M. Best Company, the following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
23 coverage shall include but not be limited to broad form contractual liability,
24 cross liability, independent contractors liability, and products and completed
25 operations liability. City, its boards and commissions, and their officials,
26 employees and agents shall be named as additional insureds by
27 endorsement (on City's endorsement form or on an endorsement equivalent
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,
2 its boards and commissions, and their officials, employees and agents. This
3 policy shall be endorsed to state that the insurer waives its right of
4 subrogation against City, its boards and commissions, and their officials,
5 employees and agents.

6 (b) Workers' Compensation insurance as required by the California
7 Labor Code and employer's liability insurance in an amount not less than
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives
9 its right of subrogation against City, its boards and commissions, and their
10 officials, employees and agents.

11 (c) Professional liability or errors and omissions insurance in an
12 amount not less than \$1,000,000 per claim.

13 (d) Commercial automobile liability insurance (equivalent in scope
14 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
15 amount not less than \$500,000 combined single limit per accident.

16 B. Any self-insurance program, self-insured retention, or
17 deductible must be separately approved in writing by City's Risk Manager or
18 designee and shall protect City, its officials, employees and agents in the same
19 manner and to the same extent as they would have been protected had the policy
20 or policies not contained retention or deductible provisions.

21 C. Each insurance policy shall be endorsed to state that coverage
22 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
23 written notice to City, shall be primary and not contributing to any other insurance
24 or self-insurance maintained by City, and shall be endorsed to state that coverage
25 maintained by City shall be excess to and shall not contribute to insurance or self-
26 insurance maintained by Contractor. Contractor shall notify City in writing within five
27 (5) days after any insurance has been voided by the insurer or cancelled by the
28 insured.

1 D. If this coverage is written on a "claims made" basis, it must
2 provide for an extended reporting period of not less than one hundred eighty (180)
3 days, commencing on the date this Agreement expires or is terminated, unless
4 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
5 continuing coverage for a period of not less than three (3) years, commencing on
6 the date this Agreement expires or is terminated.

7 E. Contractor shall require that all sub-contractors or contractors
8 that Contractor uses in the performance of these services maintain insurance in
9 compliance with this Section unless otherwise agreed in writing by City's Risk
10 Manager or designee.

11 F. Prior to the start of performance, Contractor shall deliver to City
12 certificates of insurance and the endorsements for approval as to sufficiency and
13 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
14 insurance, furnish to City certificates of insurance and endorsements evidencing
15 renewal of the insurance. City reserves the right to require complete certified copies
16 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
17 time. Contractor shall make available to City's Risk Manager or designee all books,
18 records and other information relating to this insurance, during normal business
19 hours.

20 G. Any modification or waiver of these insurance requirements
21 shall only be made with the approval of City's Risk Manager or designee. Not more
22 frequently than once a year, City's Risk Manager or designee may require that
23 Contractor, Contractor's sub-Contractors and contractors change the amount,
24 scope or types of coverages required in this Section if, in his or her sole opinion, the
25 amount, scope or types of coverages are not adequate.

26 H. The procuring or existence of insurance shall not be construed
27 or deemed as a limitation on liability relating to Contractor's performance or as full
28 performance of or compliance with the indemnification provisions of this Agreement.

1 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
2 contemplates the personal services of Contractor and Contractor's employees, and the
3 parties acknowledge that a substantial inducement to City for entering this Agreement was
4 and is the professional reputation and competence of Contractor and Contractor's
5 employees. Contractor shall not assign its rights or delegate its duties under this
6 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
7 of City, except that Contractor may with the prior approval of the City Manager of City,
8 assign any moneys due or to become due Contractor under this Agreement. Any
9 attempted assignment or delegation shall be void, and any assignee or delegate shall
10 acquire no right or interest by reason of an attempted assignment or delegation.
11 Furthermore, Contractor shall not subcontract any portion of its performance without the
12 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
13 or contractor without approval prior to the substitution. Nothing stated in this Section shall
14 prevent Contractor from employing as many employees as Contractor deems necessary
15 for performance of this Agreement.

16 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
17 certifies that, at the time Contractor executes this Agreement and for its duration,
18 Contractor does not and will not perform services for any other client which would create a
19 conflict, whether monetary or otherwise, as between the interests of City and the interests
20 of that other client. And, Contractor shall obtain similar certifications from Contractor's
21 employees, sub-Contractors and contractors.

22 8. MATERIALS. Contractor shall furnish all labor and supervision,
23 supplies, materials, tools, machinery, equipment, appliances, transportation and services
24 necessary to or used in the performance of Contractor's obligations under this Agreement,
25 except as stated in Exhibit "D".

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed or assembled by Contractor or furnished to Contractor in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

1 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
2 models, reports, summaries, drawings, designs, notes, plans, information, material and
3 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
4 and City shall have the unrestricted right to use and disclose the Data in any manner and
5 for any purpose without payment of further compensation to Contractor. Copies of Data
6 may be retained by Contractor but Contractor warrants that Data shall not be made
7 available to any person or entity for use without the prior approval of City. This warranty
8 shall survive termination of this Agreement for five (5) years.

9 10. TERMINATION. Either party shall have the right to terminate this
10 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
11 prior notice to the other party. In the event of termination under this Section, City shall pay
12 Contractor for services satisfactorily performed and costs incurred up to the effective date
13 of termination for which Contractor has not been previously paid. The procedures for
14 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
15 termination, Contractor shall deliver to City all Data developed or accumulated in the
16 performance of this Agreement, whether in draft or final form, or in process. And,
17 Contractor acknowledges and agrees that City's obligation to make final payment is
18 conditioned on Contractor's delivery of the Data to City.

19 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
20 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
21 performing its services, during the term of this Agreement and for five (5) years following
22 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
23 all information, whether written, oral or visual, obtained by any means whatsoever in the
24 course of performing its services for the same period of time. Contractor shall not disclose
25 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
26 of others except for the purpose of this Agreement.

27 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

1 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
2 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
3 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
4 to subpoena or court order.

5 13. ADDITIONAL SERVICES. The City has the right at any time during
6 the performance of the services, without invalidating this Agreement, to order extra work
7 beyond that specified in ITB GO18-051 or make changes by altering, adding to or
8 deducting from the work. No extra work may be undertaken unless a written order is first
9 given by the City, incorporating any adjustment in the Agreement Sum, or the time to
10 perform this Agreement. Any increase in compensation of ten percent (10%) or less of the
11 Agreement Sum, or in the time to perform of One Hundred Eighty (180) days or less, may
12 be approved by the City Representative. Any greater increases, taken either separately or
13 cumulatively, must be approved by the City Council. It is expressly understood by
14 Contractor that the provisions of this paragraph do not apply to services specifically set
15 forth in ITB GO18-051 or reasonably contemplated in ITB GO18-051. Contractor
16 acknowledges that it accepts the risk that the services to be provided pursuant to ITB
17 GO18-051 may be more costly or time consuming than Contractor anticipates and that
18 Contractor will not be entitled to additional compensation for the services set forth in ITB
19 GO18-051.

20 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
21 from any amount payable to Contractor (whether or not arising out of this Agreement) any
22 amounts the payment of which may be in dispute or that are necessary to compensate the
23 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
24 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
25 performing or failing to perform Contractor's obligations under this Agreement. In the event
26 that any claim is made by a third party, the amount or validity of which is disputed by
27 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
28 City may withhold from any payment due, without liability for interest because of the

1 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
2 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
3 indemnify and protect the City as elsewhere provided in this Agreement.

4 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
5 amended, nor any provision or breach waived, except in writing signed by the parties which
6 expressly refers to this Agreement.

7 16. LAW. This Agreement shall be construed in accordance with the laws
8 of the State of California, and the venue for any legal actions brought by any party with
9 respect to this Agreement shall be the County of Los Angeles, State of California for state
10 actions and the Central District of California for any federal actions. Contractor shall cause
11 all work performed in connection with construction of the Project to be performed in
12 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
13 county or municipal governments or agencies (including, without limitation, all applicable
14 federal and state labor standards, including the prevailing wage provisions of sections 1770
15 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
16 marshal, health officer, building inspector, or other officer of every governmental agency
17 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
18 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
19 conflict with any applicable laws, but the remainder of the Agreement will remain in full
20 force and effect.

21 17. PREVAILING WAGES.

22 A. Consultant agrees that all public work (as defined in California
23 Labor Code section 1720) performed pursuant to this Agreement (the "Public
24 Work"), if any, shall comply with the requirements of California Labor Code sections
25 1770 *et seq.* City makes no representation or statement that the Project, or any
26 portion thereof, is or is not a "public work" as defined in California Labor Code
27 section 1720.

28 B. In all bid specifications, contracts and subcontracts for any

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such Public Work, Consultant shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

18. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

19. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

1 B. In addition to Consultant's duty to indemnify, Consultant shall
2 have a separate and wholly independent duty to defend Indemnified Parties at
3 Consultant's expense by legal counsel approved by City, from and against all
4 Claims, and shall continue this defense until the Claims are resolved, whether by
5 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
6 breach, or the like on the part of Consultant shall be required for the duty to defend
7 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
8 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
9 in the defense.

10 C. If a court of competent jurisdiction determines that a Claim was
11 caused by the sole negligence or willful misconduct of Indemnified Parties,
12 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
13 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
14 percentage of willful misconduct attributed by the court to the Indemnified Parties.

15 D. The provisions of this Section shall survive the expiration or
16 termination of this Agreement.

17 20. FORCE MAJEURE. If any party fails to perform its obligations
18 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
19 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
20 governmental regulations, governmental controls, judicial orders, enemy or hostile
21 governmental action, civil commotion, fire or other casualty, or other causes beyond the
22 reasonable control of the party obligated to perform, then that party's performance will be
23 excused for a period equal to the period of such cause for failure to perform.

24 21. AMBIGUITY. In the event of any conflict or ambiguity between this
25 Agreement and any Exhibit, the provisions of this Agreement shall govern.

26 22. NONDISCRIMINATION.

27 A. In connection with performance of this Agreement and subject
28 to applicable rules and regulations, Contractor shall not discriminate against any

1 employee or applicant for employment because of race, religion, national origin,
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
3 disability. Contractor shall ensure that applicants are employed, and that employees
4 are treated during their employment, without regard to these bases. These actions
5 shall include, but not be limited to, the following: employment, upgrading, demotion
6 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
7 or other forms of compensation; and selection for training, including apprenticeship.

8 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
9 accordance with the provisions of the Ordinance, this Agreement is subject to the
10 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
11 Long Beach Municipal Code, as amended from time to time.

12 A. During the performance of this Agreement, the Consultant
13 certifies and represents that the Consultant will comply with the EBO. The
14 Consultant agrees to post the following statement in conspicuous places at its place
15 of business available to employees and applicants for employment:

16 "During the performance of a contract with the City of Long Beach, the
17 Consultant will provide equal benefits to employees with spouses and its
18 employees with domestic partners. Additional information about the City of
19 Long Beach's Equal Benefits Ordinance may be obtained from the City of
20 Long Beach Business Services Division at 562-570-6200."

21 B. The failure of the Consultant to comply with the EBO will be
22 deemed to be a material breach of the Agreement by the City.

23 C. If the Consultant fails to comply with the EBO, the City may
24 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
25 to become due under the Agreement may be retained by the City. The City may
26 also pursue any and all other remedies at law or in equity for any breach.

27 D. Failure to comply with the EBO may be used as evidence
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

2 E. If the City determines that the Consultant has set up or used its
3 contracting entity for the purpose of evading the intent of the EBO, the City may
4 terminate the Agreement on behalf of the City. Violation of this provision may be
5 used as evidence against the Consultant in actions taken pursuant to the provisions
6 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

7 24. NOTICES. Any notice or approval required by this Agreement shall
8 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
9 postage prepaid, addressed to Contractor at the address first stated above, and to City at
10 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
11 to the City Clerk at the same address. Notice of change of address shall be given in the
12 same manner as stated for other notices. Notice shall be deemed given on the date
13 deposited in the mail or on the date personal delivery is made, whichever occurs first.

14 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
15 that Contractor has not employed or retained any entity or person to solicit or obtain this
16 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
17 commission or other monies based on or from the award of this Agreement. If Contractor
18 breaches this warranty, City shall have the right to terminate this Agreement immediately
19 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
20 due under this Agreement or otherwise recover the full amount of the fee, commission or
21 other monies.

22 26. WAIVER. The acceptance of any services or the payment of any
23 money by City shall not operate as a waiver of any provision of this Agreement or of any
24 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
25 Agreement shall not constitute a waiver of any other or subsequent breach of this
26 Agreement.

27 27. CONTINUATION. Termination or expiration of this Agreement shall
28 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

1 18, 21 and 28 prior to termination or expiration of this Agreement.

2 28. TAX REPORTING. As required by federal and state law, City is
3 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
4 Contractor shall be solely responsible for payment of all federal and state taxes resulting
5 from payments under this Agreement. Contractor shall submit Contractor's Employer
6 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
7 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
8 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
9 Contractor provides one of these numbers.

10 29. ADVERTISING. Contractor shall not use the name of City, its officials
11 or employees in any advertising or solicitation for business or as a reference, without the
12 prior approval of the City Manager or designee.

13 30. AUDIT. City shall have the right at all reasonable times during the
14 term of this Agreement and for a period of five (5) years after termination or expiration of
15 this Agreement to examine, audit, inspect, review, extract information from and copy all
16 books, records, accounts and other documents of Contractor relating to this Agreement.

17 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
18 designed to or entered for the purpose of creating any benefit or right for any person or
19 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

HOFFMAN SOUTHWEST CORP. DBA PROFESSIONAL PIPE SERVICES, a California corporation

April 25, 2018

By [Signature]
Name Mark Burel
Title CEO

April 25, 2018

By [Signature]
Name Bruce Wx
Title VP of CFO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

May 22, 2018

By [Signature]
City Manager

Tom Modica
Assistant City Manager
"City"

This Agreement is approved as to form on May 7, 2018.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

EXHIBIT “A”

Invitation to Bid ITB GO18-051

BID NUMBER ITB G018-051

**TO: CITY OF LONG BEACH
CITY CLERK
ATTN: KARLA LOPEZ**



INVITATION TO BID

**Inspection of Sewer Lateral Pipelines
on Customer Premises**

**333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802**

CONTRACT NO. _____

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any item(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

5. DECLARATION OF NON-COLLUSION:

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Mission Viejo CA ON THE 9th DAY OF January, 2018
CITY STATE MONTH

COMPANY NAME: Hoffman Southwest Corp, dba Professional Pipe Services (Prop) **TIN:** [REDACTED]
FAX IDENTIFICATION NUMBER

STREET ADDRESS: 23811 Madero **CITY:** Mission Viejo **STATE:** CA **ZIP:** 92691

PHONE: (800) 784-7433 **FAX:** _____

S/ Mark Burel **Chief Executive Officer**
(SIGNATURE) (TITLE)

Mark Burel **Mark.Burel@hswcorp.com**
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] **Chief Financial Officer**
(SIGNATURE) (TITLE)

Bruce Lux **Bruce.Lux@hswcorp.com**
(PRINT NAME) (EMAIL ADDRESS)

**ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.**

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH

BY _____
Director of Financial Management

_____ **Date**

APPROVED AS TO FORM

_____, 20____
**CHARLES PARKIN
CITY ATTORNEY**

_____ **Deputy**

BID NUMBER ITB G018-051

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the Bidder:

Legal Form of Bidder: Corporation Partnership Joint Venture Individual Limited Liability Company

State of California
State of California
General Limited
DBA _____
State of _____

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**
Ethnic (Check one):
 Black Asian Other Non-white
 Hispanic American Indian Caucasian
Non-ethnic Factors of Ownership (check all that apply):
 Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65
Is the firm certified as a Disadvantaged Business: Yes No
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
 Yes No
Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

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 January 8 2018 before me, Jennifer Clay Notary Public
(insert name and title of the officer)

personally appeared Mark Burel
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 [Handwritten Signature] (Seal)



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Chief Executive Officer
TITLE(S) _____
- PARTNER(S) LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBM) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

BID NUMBER ITB G018-051

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlir> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: None

Address: None

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____
Valid thru: _____
Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK – ATTN: KARLA LOPEZ
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: January 4, 2018
TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

Karla Lopez (562) 570-7082
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES _____ NO _____

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

19. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this Section shall survive the expiration or termination of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.

CONTRACT – GENERAL CONDITIONS

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City

CONTRACT – GENERAL CONDITIONS

does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.

25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better

CONTRACT – GENERAL CONDITIONS

and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor and which does not exclude coverage for liability resulting from XCU (explosion, underground, and collapse) perils, cross liability protection, sudden and accidental pollution and cleanup liability, mobile equipment, and products and completed operations liability in an amount not less than Two Million Dollars (US \$2,000,000) per occurrence and Four Million Dollars (US \$4,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section. The additional Insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

CONTRACT – GENERAL CONDITIONS

The provisions of this Section shall survive the expiration or termination of this contract.

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

PROJECT OVERVIEW

City of Long Beach Gas and Oil is soliciting bids to furnish all materials, equipment, and services to produce a color digital video record of the internal condition of sewer laterals and provide the location of any gas cross bores at various locations throughout the City of Long Beach. Additionally, on an as needed basis, provide all equipment, materials, safety equipment, and personnel to perform water jetting of roots and blockages within sewer laterals at various locations within the City of Long Beach in accordance with department needs and/or fund availability.

CONTRACTOR REQUIREMENTS

The minimum license classification requirements are a California Class A - General Engineering Contractor License. A photocopy of licenses shall be included with a copy of the bid.

BID TIMELINE – All times are Pacific Time

Bid release date:	December 4, 2017
Mandatory Pre-Bid Conference:	December 12, 2017 at 9:00 AM
Questions due:	December 19, 2017 by 11:00 AM
Response from City to bidder:	December 29, 2017 by 4:00 PM
Bid due date:	January 4, 2018 by 11:00 am

MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference shall be held for the purpose of answering questions. Due to the nature of the scope of work and the specific standards required by the City, no bid will be accepted from a bidder who fails to attend the Pre-Bid Conference as scheduled. Attendance is mandatory at the conference. A sign-in sheet will be available. All bidders that do not attend the meeting will have their bids disqualified.

RSVPs are helpful in determining the required resources needed to conduct the meeting. Bidders are encouraged to RSVP on PlanetBids prior to the meeting.

MANDATORY PRE-BID CONFERENCE SCHEDULE

Time:	9:00 AM, PT
Date:	December 12, 2017
Location:	Long Beach Gas & Oil Department 2400 E. Spring Street Long Beach, CA 90806

BIDDER MUST SIGN-IN AT THE PRE-BID CONFERENCE TO BE ABLE TO SUBMIT A BID.

BID SUBMISSION INSTRUCTIONS:

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected. Electronic copies must be submitted via PlanetBids. Hard copies of attachments must be delivered per instructions listed under item no. 16 of "Instructions to Bidders".

Both Electronic and Hard Copies:

- Signed Bid Cover Page
- California All Purpose Acknowledgment, Notarized (if applicable)

Electronic Copies:

- Debarment Certification Form (Attachment A)
- Reference List (Attachment B)
- W-9 Form (Attachment C)
- Equal Benefits Ordinance (EBO) (Attachment D)
- Insurance Requirement (Attachment E)
- Secretary of State Certification Print-Out (Attachment F)
- Photocopies of all applicable licenses and certifications

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. All required sections of the Bid must be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

BID NUMBER ITB GO18-051

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Karla Lopez
333 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

***ITB GO18-051 INSPECTION OF SEWER LATERAL PIPELINES ON
CUSTOMER PREMISES***

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, January 4, 2017. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov
ATTN: Karla Lopez with the bid number in the subject line of the email message.

AWARD

The City prefers to award to a single contractor but reserves the right to award contracts to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following posting of notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

LICENSES

Contractor's License

45The undersigned hereby declares that he/she is a Contractor and has been in business for 45 years; has a valid State of California Contractor's License sufficient to qualify as a Contractor in this case and a current City of Long Beach Business License.

The Contractor shall hold a valid Class A General Engineering Contractor License at the time of bid submission.

Contractors State License Board No.: 761395 Expires April 2019
A, C-36, C-42
Classification(s) A, C-36, C-42

Bidder shall include a copy of their Contractor's license(s) or printout(s) from the California Contractor's website showing a valid license at www.cslb.ca.gov with their bid.

All permits and licenses necessary to the performance of the services as specified in this bid shall be secured by the Contractor at the Contractor's own expense.

Department of Industrial Relations (DIR) Registration

Contractor's DIR Registration No.: 1000000081 Expires June 30, 2018
1000000081 June 30, 2018

Long Beach Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to: www.longbeach.gov/finance/business_license.

In accordance with Municipal Code (Section 3.80.210) a business license is required under the following conditions:

- A) If you are providing a service in Long Beach
- B) If you are providing and delivering a product in Long Beach,

For more information, contact the Business License Section at 562-570-6211 or by e-mail to lbbiz@longbeach.gov.

Long Beach Business License Number:

(Only Required Upon Notification of Award)

BOND PROVISIONS

Not applicable.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Vendor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH DAVIS-BACON ACT

The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged

business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

BID NUMBER ITB G018-051

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See **Attachment F**. Please include a printout of your business entity from the website.

CALIFORNIA WAGE RATE REQUIREMENTS

Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work. The Contractor to whom the contract is awarded, and its subcontractors, shall pay to all workers in the performance of the work not less than the prevailing rate of wages needed to execute the contract. The Prevailing Wage Determination in effect for this contract will be 2017-2. Copies of schedules of prevailing

BID NUMBER ITB GO18-051

wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>.

Bidders are directed to Section 7-2, "Labor," of the Standard Specifications for Public Works Construction (The "Greenbook" 2015 Edition), with the following language added to 7-2.2, "Prevailing Wages," and add the following:

The contractor shall cause all work performed in connection with construction of the Work to be performed in compliance with all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code. The Contractor shall indemnify, defend and hold the City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") harmless from any and all claims, causes of action or liabilities that may be asserted against or incurred by Indemnified Parties with respect to or in any way arising from the Work's compliance with or failure to comply with applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, as provided for in the Labor Code of the State of California.

The Contractor and its subcontractors shall pay directly to each worker employed by them on the Work, who is not a member of an organization having a recognized collective bargaining agreement for that particular craft or work classification, or to make such payments irrevocably to a trustee or to a third person, pursuant to a fund, plan or program for the benefit of employees, their families and dependents, the full value of the employer payments identified in the preceding paragraphs as being included as a part of per diem wages.

(b) **Apprentice Employment.** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site that administers the apprenticeship program in that trade for a certificate of approval. The certificate will 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 shall be not less than one to five except as specified by law.

The Contractor shall contribute to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices, or journeymen in an apprenticeable trade, and if other contractors on the site are making such contributions.

Information on 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 branch office, located at 320 West 4th Street, Room 950, Los Angeles, CA

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE

This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH

Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software. This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

EQUAL BENEFITS ORDINANCE

The City of Long Beach's Equal Benefits Ordinance (EBO) shall apply to this bid. Please visit the City's website at http://www.longbeach.gov/finance/business_relations/default.asp for additional details, or to obtain a copy of the ordinance. EBO is applicable for contracts over \$100,000. See Attachment D.

INSURANCE

See Requirements on page 9, Section 30 and Attachment E.

CONTRACT PERIOD

The Contract term shall be twelve (12) months from the date of award unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract. This Contract

may be extended by mutual agreement for up to four additional periods of one year each in accordance with terms and conditions stated herein.

EXTENSION OPTION:

This Contract is subject to extension for four additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

Rate increase shall not exceed $\frac{3}{3}$ % during first extension period.

Rate increase shall not exceed $\frac{3}{3}$ % during second extension period.

Rate increase shall not exceed $\frac{3}{3}$ % during third extension period.

Rate increase shall not exceed $\frac{3}{3}$ % during fourth extension period.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.

PAYMENT TERMS

Net _____; _____% discount in _____ days.

CITY CONTACTS

Contractor shall coordinate with the following City contact:

Kevin Simms, Mechanical Engineering Associate
Long Beach Gas & Oil
Phone: (562) 570-2032
Email: Kevin.Simms@longbeach.gov

COMPLIANCE WITH LAWS

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and the Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order, or decree should be discovered in the contract, or which may become effective before the expiration of the contract, the Contractor shall report the same in writing to the City.

PAYMENT DEDUCTIONS / CONTRACTOR NON-COMPLIANCE

Payments shall be made for items supplied. No payments shall be made for non-delivery of items.

If, in the judgment of the City, Contractor is deemed in default, the City at its option in addition to, or in lieu of, other remedies provided herein, may withhold payment, or deduct from Contractor's invoice for work not performed. The City will give notice describing items not delivered and the amount to be withheld or deducted from payments.

Notwithstanding anything to the contrary printed on the City's Purchase Order, the Contractor may be terminated in accordance with and as described in "Default By Contractor / Termination", upon Contractor's failure to correct deficiencies in a timely manner.

LICENSES AND CERTIFICATE REQUIREMENTS

The Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations and hereby declares that it possesses all federal, state, and local licenses, certificates and permits for the bid items on which it is bidding.

PRICING

Unit pricing shall remain firm for the duration of the contract, and all pricing shall not include sales tax.

All pricing shall include necessary labor costs.

Please include, as a general attachment, a rate sheet with all hourly and overtime rates for Contractor and Contractor's employees. These rates shall remain firm for the duration of the contract, and shall be used in the advent of additional work.

PLEASE ENTER PRICING IN PLANETBIDS.

ADDITIONAL WORK

The City reserves the right to negotiate a fair and reasonable price for any additional work not covered in these specifications. No additional work shall be performed without the written authorization of the City.

DEFAULT BY CONTRACTOR / TERMINATION

The City may terminate this contract without liability for damages when, the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the

contract, and has not otherwise cured such default after a period of ten (10) working days upon notice given by the City to do so.

SUBCONTRACTING

No performance of this contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this contract without said consent shall be null and void and shall constitute a default under this contract. In the event of such a default, the City may immediately terminate this contract.

In the event the City consents to assignment or subcontracting, each term and condition of this contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the City of Long Beach. All provisions of that prime contract shall apply to this subcontract."

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to commencement of work, and during the entire time that work is being performed under the contract. All permits and licenses necessary to the performance of the library painting project shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of security services.

Bidder shall list the name and location of the place of business of each Subcontractor who will be a supplier/perform work for the bidder in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid (**Attachment H**).

Does this bid include the use of subcontractors?

Yes _____ No x Initials _____

If Yes, vendor must:

- a) Identify specific subcontractors and the specific requirements of this bid for which each proposed subcontractor will perform services in **Attachment H**.
- b) References as specified on **Attachment B** must also be provided for any proposed subcontractors.
- c) The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Bids shall

include a plan by which the City will be notified of such payments.

- d) Primary Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained. Subcontractors shall abide by the same Insurance Requirements on Page 10, Section 30 C and **Attachment E**.

Contractor shall indemnify, defend, and hold harmless the City and its employees and agents from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

GUARANTEE / WARRANTY

The Contractor shall guarantee all Work against failure due to defective materials and faulty workmanship for a period of one (1) year after the date of acceptance of the Work by the City, unless some longer period is expressly set forth in any manufacturer's warranty.

When defective material or workmanship is discovered which requires repair or replacement under guarantee, the Contractor shall furnish all necessary labor, materials, and equipment to correct and make good, at no expense to the City, all such defects. Repair or replacement shall commence within 24 hours after written notice has been given to the Contractor by LBGO representative, and shall be diligently and continuously performed until the repair or replacement is completed and accepted.

CONTRACTOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

CUSTOMER SERVICE:

Steven Powers, Branch Manager
Contact Name: Steven Powers, Branch Manager
(909) 598-9743
Contact Direct Phone: (909) 598-9743
Contact Fax: _____
Steven.Powers@pro-pipe.com
Contact E-mail: Steven.Powers@pro-pipe.com

EMERGENCY CONTACT 24/7:

Customer Service Call Center
Contact Name: Customer Service Call Center
(800) 784-7473
Contact Direct Phone: (800) 784-7473
Contact Cell: _____
Contact Fax: _____
Contact E-mail: _____

BILLING CONTACT:

Accounting
Contact Name: Accounting
(800) 784-7473
Contact Direct Phone: (800) 784-7473
Contact Fax: _____
Contact E-mail: accounting@hswcorp.com

VENDOR'S EMPLOYEES

Specify the number of current full-time employees residing in Long Beach 20

ACRONYMS/DEFINITIONS

Awarded Contractor	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
Bidder	The party providing a bid with the purpose of entering into the contract for the performance of the work covered by this Specification
CCTV	Closed-circuit television
City	The City of Long Beach and any department or agency identified herein
Clean Out	An access point to the sewer lateral, it is typically found above ground
Contractor	Organization/individual selected by the City to enter into a contract to perform the work covered by this Specification
Cross Bore	An intersection of a sewer main or sewer lateral by a natural gas pipe
Director	The Director of Long Beach Gas and Oil or his designated representative
Lateral Launch	The method used for having a video capturing device transfer from the sewer main to the sewer lateral.
LBGO	City of Long Beach Gas and Oil Department
May	Indicates something that is not mandatory but permissible
MUTCD	Manual on Uniform Traffic Control Devices
NASSCO	National Association of Sewer Service Companies
PACP	Pipeline Assessment and Certification Program
Project Engineer	LBGO Engineer that has the responsibility to oversee the project
Property	Property which is either publicly or privately owned and whose boundaries are defined by the Los Angeles County Office of the Assessor

Roof Vent	An access point to the sewer lateral, it is typically found on the roof of a building
Sewer Lateral	The pipe connecting the indoor plumbing of a private property to a sewer main
Sewer Main	The principal pipe used for the distribution of sewage. The sewer main is typically located in a street or alley way and accessed by a manhole
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a bid as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Standard Specifications	Standard Specifications for Public Works Construction, 2012 Edition
USA	Underground Service Alert
Wye	A type of connection which joins three (3) sections of pipe together

SCOPE OF WORK

Provide all equipment, materials, safety equipment, and personnel to produce a color digital video record of the internal condition of sewer laterals and provide the location of any gas cross bores at various locations within the City of Long Beach. Additionally, on an as needed basis, provide all equipment, materials, safety equipment, and personnel to perform water jetting of roots and blockages within sewer laterals at various locations within the City of Long Beach.

The Contractor shall complete the video recording of all sewer laterals within an LBGO work package prior to the scheduling and video recording of the next work package, unless otherwise instructed by LBGO. Each work package will have sewer laterals grouped together based on geographical proximity to one another. The quantity of sewer laterals to be video recorded is estimated to be near the quantity of gas services listed for each LBGO work package.

Attached to this bid specification is the defined work packages anticipated to be inspected during the first year of the contract. If the contract is extended past the first year, the work package for each additional year of work is anticipated to be similar in size and scope. LBGO reserves the right to remove any and all portions of work if funding becomes unavailable.

<u>Work Package No.</u>	<u>Area to Be Inspected</u>	<u>Number of Sewer Laterals</u>
1	Atherton St & Palo Verde Ave	75
2	Stearns St & McNab Ave	261
3	Cherry Ave & Poppy St	246
4	Jackson St & Orange Ave	195
5	Lakewood Blvd & Vernon St	237
6	Vernon St & St Joseph Ave	169
7	Los Coyotes Dia & Clark Ave	194
8	Charlemagne Ave & E Wardlow Rd	22
TOTAL		1399

Inspection Methods and Process

Sewer lateral inspections will be performed by using either or both of two methods. The anticipated primary method of inspection will be by using an inspection camera with lateral launching capabilities. The inspection for the lateral launching camera will be started in the sewer main and will then travel into an individual sewer lateral. The second method of sewer lateral inspection will be by push camera.

The push camera method will be initiated via an accessible clean out. If no clean out is available, the Contractor may be requested to initiate a push camera inspection via a roof vent. Initiating a push camera inspection through an accessible clean out will be preferred over using a roof vent to perform the inspection. Roof vents will be located on either one or two story buildings above grade. If for any reason, a sewer lateral inspection cannot continue due to a root ball or blockage, the LBGO inspector may request the Contractor to use a water jet to break away the blockage and continue the sewer lateral inspection.

An LBGO inspector will be on site during all sewer lateral inspections. The LBGO inspector will inform the Contractor which properties are to be inspected as well as determine how far the Contractor is required to inspect the sewer lateral to safely clear it of any potential cross bores. If a wye is encountered during the inspection of the sewer lateral, the LBGO inspector will determine if it is necessary to inspect the wye and determine the necessary distance to safely clear the sewer lateral of any potential cross bores.

If a sewer lateral cannot be video recorded for any reason, coordination with the LBGO inspector will be required to document and provide measurements for future locating. The Contractor will be required to document and identify the location on the sewer line inspection report. It is the intent of LBGO to ensure sewer mains are cleaned prior to performing sewer lateral inspections. High flow through sewer mains is out of the control of LBGO and will require inspection at a later date to be determined by City staff.

If a cross bore is discovered during the sewer lateral inspection, the Contractor is required to immediately notify the LBGO inspector and the inspector will mark the location of the sewer and gas lines, call the appropriate personnel, and complete the appropriate paper documentation necessary before moving with the Contractor to inspect the next property. If the cross bore is in a location where either the lateral launch or push camera can safely pass the gas pipe without damaging it, the inspection will be continued until the inspection is completed. If the cross bore is in a location where the lateral launch or push camera cannot safely pass the gas pipe without damaging it, the inspection will stop at the cross bore and the LBGO inspector will determine the appropriate action.

Once each sewer lateral inspection is complete, the Contractor shall not move on to the next sewer lateral inspection until instructed to do so by the LBGO inspector. While the Contractor will have input on whether or not a property is safely cleared of any potential cross bore, the LBGO inspector or project engineer will make the final determination.

Reporting

For each sewer lateral inspected, the Contractor shall provide an individual lateral report and video of the inspection. The lateral reports will document the footage traveled during the sewer lateral inspection, any wyes encountered during the sewer lateral inspection, and the inspection footage traveled in each wye. All observations of cross bores and reasons for incomplete sewer line inspections shall be documented on the sewer lateral reports. All reports shall be in pdf format. All videos and their corresponding reports shall be named in the following format:

Video Name: "StreetName_House#_MMDDYYYY"

Report Name: "StreetName_House#_MMDDYYYY"

In the scenario there are multiple laterals for one address, the videos and their corresponding reports shall be labeled in the following format:

"Roswell Ave 324 Lateral #1 12152017"

"Roswell Ave 324 Lateral #2 12152017"

In addition to individual lateral reports and videos, for inspections performed with a lateral launching camera, a summary report of all sewer laterals inspected between manholes shall be provided.

When submitting invoices, the Contractor shall provide an address list of those addresses inspected on the submitted invoice. The City will provide the Contractor an excel spreadsheet to be used to complete the address list, see **Exhibit A** "Example of Address List Supplied with Each Invoice from the Contractor."

Sewer Lateral Launch Invoicing Expectations

Once a sewer lateral is entered from the sewer main, the first one hundred (100) feet of sewer lateral inspection will be invoiced at a fixed unit cost. Each additional foot of sewer lateral inspected after the initial one hundred (100) feet will be invoiced at an additional cost per foot of inspection. Only the footage resulting from forward progress, away from the sewer main, of the lateral launch camera will be counted towards the invoiced footage amount. The footage encountered from the lateral launch camera moving backwards, towards the sewer main, will not count towards the invoiced footage amount. At the end of each lateral inspection, the Contractor will inform the inspector the total footage of sewer lateral inspected. That total footage shall be invoiced. Exceptions and clarifications to this are the following:

1. No cost will be charged for a sewer lateral which cannot be entered from the sewer main due to roots, debris, offset sewer pipe joint, sewer pipe size, or any other obstacle which would keep the camera from entering the sewer lateral.
2. No cost will be charged for a sewer lateral which is inspected three (3) feet or less. It is anticipated the camera can see up to three (3) feet of pipe.
3. The initial one hundred (100) feet of the inspection includes any wyes which, as determined by the inspector, may need to be inspected. This also applies after the initial one hundred (100) feet has been inspected.

4. If no video and it's supporting sewer lateral report is supplied for a sewer lateral inspection, the Contractor will not be reimbursed any cost associated with the sewer lateral inspection of that property.

Lateral Launch and Push Camera Equipment

The Contractor's video equipment shall include full color video cameras, a video monitor cable, power sources, and all equipment necessary to perform a CCTV inspection. The cameras shall meet Cal-OSHA requirements for operating in the sanitary sewer environment.

During CCTV inspection, lighting intensity shall be adjusted to minimize 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. Additionally, the camera lens shall be kept clear of condensation and debris during the CCTV inspection and shall be operative in 100% humidity.

All camera systems shall be able to navigate around minor objects, roots, debris and be capable of entering additional wyes once in the sewer lateral. Cameras shall be able to navigate through main sewer lines from 6" to 8" in diameter and sewer lateral lines as small as 4" in diameter. The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the sewer conditions.

For sewer laterals the distance shall be measured from the sewer main connection towards the indoor plumbing of the property being inspected. It shall be recorded in standard units and the video display readout shall display units to one-tenth of a foot and shall be accurate to plus or minus 2 feet per 1,000 feet. The speed of the video inspection shall not be greater than approximately thirty (30) feet per minute.

The cameras used shall be traceable throughout the entirety of the inspection. The cameras must have the ability to be physically located from above grade. This applies to both lateral launching and push cameras.

If the Contractor can perform push camera inspections via roof vents, the Contractor shall provide appropriate equipment to perform push camera inspections on buildings from both one and two stories above grade. This includes ladders, harnesses, and any other equipment required to safely perform the push camera inspections.

Water Jetting Equipment and Expectations

Water jetting services may be requested if a root ball or blockage is preventing the lateral launching and push cameras from getting past the blockage and completing the inspection.

The water jetter will have a spray tip which contains no saws or cutting tools attached. The water jetter must have the capability of operating at a minimum of 2000psi. A minimum of a six hundred (600) gallon water tank must be provided by the Contractor which can be transported by a tow behind trailer or similar.

Water jetting will be initiated through an accessible cleanout in the ground or building wall. The Contractor will be responsible for providing all backpressure and backflow preventative measures and equipment. The Contractor will be responsible for any property damages incurred by water jetting.

Water Jetting will be invoiced on a per hour basis. Only the time spent setting up and performing the water jetting service shall be invoiced. The commute time to and from the work site as well as time used to refill the water tank shall not be invoiced.

Notifications

The Contractor shall provide notification to each customer/property owner at least seventy-two (72) hours in advance of work, respect the rights of property owners, and not enter property without permission from the LBGO inspector. LBGO to provide notifications to the Contractor for distribution.

Traffic Control

The Contractor shall provide all required traffic control, including but not limited to, warning lights and traffic cones as needed or required in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). For any City of Long Beach Public Works required traffic control plans on major arterial streets, LBGO will provide traffic control plans approved by a licensed engineer.

Working Hours

Contractor shall assume standard work hours of 7:30 a.m. to 4:00 p.m. Pacific Time (PT), Monday through Friday, excluding City holidays. Any work performed outside of normal working hours must be pre-approved by the Project Engineer.

Due to the nature of the work described herein, the sequencing of work packages will be at the sole discretion of LBGO.

Operator Qualifications

Video inspection shall be performed by a certified NASSCO Pipeline Assessment and Certification Program (PACP) trained operator.

Deliverables

Contractor shall provide the following:

1. Locating & video equipment for lateral launch and push cameras
2. Equipment necessary for water jetting of sewer laterals
3. Customer notification prior to work on customer premises
4. Individual video files for each lateral inspection, individual lateral reports for each lateral inspection, and an address list of inspected addresses through a file sharing website (i.e. Microsoft One Drive, Google Drive, FTP sharing site, etc.) or on a USB flash drive or similar, as pre-approved by LBGO
5. Traffic control, if required
6. Qualified personnel in professional attire identifying Contractor and individual staff

7. Personnel and vehicles with Company identification displayed

City shall provide the following:

1. Address list of property/properties to have sewer inspected
2. Excel spreadsheet to be used as a template when completing address list
2. Customer notification cards
3. Assistance into location, if required
4. Any required permits
5. LBGO inspector to be onsite for all inspections
6. Manhole Numbers

NOTE: Contractor shall not enter a house or building nor access the roof of a building unless a City of Long Beach employee is present.

Invoicing Frequency

The Vendor shall submit an invoice for every two calendar weeks of work. If, for any reason, inspections are not performed for one or more days during the two calendar weeks of work, the invoice will encompass only the work performed within the two calendar weeks of work.

The invoice, with all required deliverables, shall be submitted by 4:00 p.m. PT on the Monday following the two calendar weeks of work. If a Monday falls on a holiday, the invoice will be due the following business day by 4:00 p.m. PT. At LBGO's discretion, if all required deliverables are not received by the due date and time, work may be stopped until everything has been received. Please refer to section titled "Payment Deductions / Contractor Non-Compliance" for additional information.

Depending on LBGO resources, the project engineer may change the invoicing frequency if necessary.

CONTRACTOR TO PROVIDE THE FOLLOWING PRICES:

DEFINED WORK PACKAGES	
Description	Price per Description
Lateral launch camera inspection of the first one hundred (100) feet inspected	\$ _____ per sewer lateral
Lateral launch camera inspection of additional footage greater than one hundred (100) feet inspected	\$ _____ per foot

GROUPED INSPECTIONS	
Description	Price per Description
Prescheduled push camera inspection - from the ground	\$ _____ per hour
Prescheduled push camera inspection - from a roof	\$ _____ per hour
Prescheduled water jetting	\$ _____ per hour

INDIVIDUAL INSPECTIONS	
Description	Price per Description
Emergency push camera inspection – from the ground (2-hour minimum)	\$ _____ per hour
Emergency push camera inspection – from a roof (2-hour minimum)	\$ _____ per hour
Emergency water jetting (2-hour minimum)	\$ _____ per hour

CONTRACTOR TO PROVIDE THE FOLLOWING EQUIPMENT CAPABILITIES:

Description	Quantity
Total number of lateral launch vehicles available to perform sewer lateral inspections	_____ Vehicle(s)
Total number of push camera vehicles available to perform sewer lateral inspections	_____ Vehicle(s)
Total number of water jetting vehicles available to perform sewer lateral clearing	_____ Vehicle(s)
Maximum length of sewer main camera cable	_____ Feet

Maximum length of lateral launching camera cable	_____ Feet
Maximum length of push camera cable	_____ Feet
Maximum length of water jetting hose	_____ Feet
Number of field workers per lateral launch inspection vehicle (2 field worker minimum)	_____ Field worker(s)
Number of field workers per push camera inspection vehicle (2 field worker minimum)	_____ Field worker(s)
Number of field workers per water jetting vehicle (2 field worker minimum)	_____ Field worker(s)
Number of years performing sewer lateral inspections	_____ Year(s)

PLEASE ENTER PRICING IN PLANETBIDS.



City of Long Beach

Department of Financial Management
Purchasing Division
333 W. Ocean Blvd. 7th Floor, Long Beach, California 90802
p 562.570.6200

December 18, 2017

NOTICE TO PROPOSERS

ADDENDUM NO. 1: UPDATE ON SCOPE OF WORK AND PRE-BID CONFERENCE REQUIREMENTS

ITB GO18-051

Inspection of Sewer Lateral Pipelines on Customer Premises

This addendum changes and supersedes the language in the original ITB. Please acknowledge receipt of this addendum by signing and submitting with your bids. Any bidder who fails to submit this addendum may be disqualified.

- 1) The line items section on PlanetBids has been updated to reflect the changes in Scope of Work listed at item number 4 below, including the removal of water jetting services.
- 2) Exhibit B, Work Package Maps, has been added and attached for reference.
- 3) Update on Pre-Bid Conference Requirement:

This addendum serves as notification to all prospective bidders that the pre-bid conference is no longer a mandatory requirement to be eligible to submit a bid on this project. All interested qualified vendors are invited to submit a bid.

- 4) Revisions to Scope of Work are in **RED** below:

PROJECT OVERVIEW

City of Long Beach Gas and Oil is soliciting bids to furnish all materials, equipment, and services to produce a color digital video record of the internal condition of sewer laterals and provide the location of any gas cross bores at various locations throughout the City of Long Beach. ~~Additionally, on an as needed basis, provide all equipment, materials, safety equipment, and personnel to perform water jetting of roots and blockages within sewer laterals at various locations within the City of Long Beach in accordance with department needs and/or fund availability.~~

CONTRACTOR REQUIREMENTS

~~The minimum license classification requirements are a California Class A General Engineering Contractor License.~~

A California Class C-36 – Plumbing Contractor is preferred, but not required. A photocopy of licenses shall be included with a copy of the bid.

SCOPE OF WORK

Provide all equipment, materials, safety equipment, and personnel to produce a color digital video record of the internal condition of sewer laterals and provide the location of any gas cross bores at various locations within the City of Long Beach. Additionally, ~~on an as needed basis, provide all equipment, materials, safety equipment, and personnel to perform water jetting of roots and blockages within sewer laterals at various locations within the City of Long Beach.~~

Inspection Methods and Process

The push camera method will be initiated via an accessible clean out. If no clean out is available, the Contractor may be requested to initiate a push camera inspection via a roof vent. Initiating a push camera inspection through an accessible clean out will be preferred over using a roof vent to perform the inspection. Roof vents will be located on either one or two story buildings above grade. If for any reason, a sewer lateral inspection cannot continue due to a root ball or blockage, the LBGO inspector may request the Contractor to use a water jet to break away the blockage and continue the sewer lateral inspection.

~~Water Jetting Equipment and Expectations~~

~~Water jetting services may be requested if a root ball or blockage is preventing the lateral launching and push cameras from getting past the blockage and completing the inspection.~~

~~The water jetter will have a spray tip which contains no saws or cutting tools attached. The water jetter must have the capability of operating at a minimum of 2000psi. A minimum of a six hundred (600) gallon water tank must be provided by the Contractor which can be transported by a tow behind trailer or similar.~~

~~Water jetting will be initiated through an accessible cleanout in the ground or building wall. The Contractor will be responsible for providing all backpressure and backflow preventative measures and equipment. The Contractor will be responsible for any property damages incurred by water jetting.~~

~~Water Jetting will be invoiced on a per hour basis. Only the time spent setting up and performing the water jetting service shall be invoiced. The commute time to and from the work site as well as time used to refill the water tank shall not be invoiced.~~

Deliverables

Contractor shall provide the following:

1. Locating & video equipment for lateral launch and push cameras
2. ~~Equipment necessary for water jetting of sewer laterals~~
3. Customer notification prior to work on customer premises
4. Individual video files for each lateral inspection, individual lateral reports for each lateral inspection, and an address list of inspected addresses through a file sharing website (i.e. Microsoft One Drive, Google Drive, FTP sharing site, etc.) or on a USB flash drive or similar, as pre-approved by LBGO
5. Traffic control, if required

- 6. Qualified personnel in professional attire identifying Contractor and individual staff
- 7. Personnel and vehicles with Company identification displayed

CONTRACTOR TO PROVIDE THE FOLLOWING PRICES:

GROUPED INSPECTIONS	
Description	Price per Description
Prescheduled push camera inspection - from the ground	\$ _____ per hour
Prescheduled push camera inspection - from a roof	\$ _____ per hour
Prescheduled water jetting	\$ _____ per hour

INDIVIDUAL INSPECTIONS	
Description	Price per Description
Emergency push camera inspection – from the ground (2-hour minimum)	\$ _____ per hour
Emergency push camera inspection – from a roof (2-hour minimum)	\$ _____ per hour
Emergency water jetting (2-hour minimum)	\$ _____ per hour

CONTRACTOR TO PROVIDE THE FOLLOWING EQUIPMENT CAPABILITIES:

Description	Quantity
Total number of lateral launch vehicles available to perform sewer lateral inspections	_____ Vehicle(s)
Total number of push camera vehicles available to perform sewer lateral inspections	_____ Vehicle(s)
Total number of water jetting vehicles available to perform sewer lateral clearing	_____ Vehicle(s)
Maximum length of sewer main camera cable	_____ Feet
Maximum length of lateral launching camera cable	_____ Feet
Maximum length of push camera cable	_____ Feet
Maximum length of water jetting hose	_____ Feet
Number of field workers per lateral launch inspection vehicle (2 field worker minimum)	_____ Field worker(s)

Number of field workers per push camera inspection vehicle (2 field worker minimum)	_____ Field worker(s)
Number of field workers per water jetting vehicle (2 field worker minimum)	_____ Field worker(s)
Number of years performing sewer lateral inspections	_____ Year(s)

PREPARED BY: Karla Lopez, Buyer

ACKNOWLEDGED BY: _____
Company Name

_____ Title

_____ Date



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

December 28, 2017

NOTICE TO BIDDERS

ADDENDUM NO. 2: Clarification Regarding Prevailing Wage Requirements

ITB GO18-051 Inspection of Sewer Lateral Pipelines on Customer Premises

This addendum changes and supersedes the language in the original bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

1. BID TIMELINE – All times are Pacific Time

In order to provide adequate time for Contractors to prepare their proposals, the due date for ITB GO18-051 has been extended as follows:

Bid due date: January 9, 2018 by 11:00 am

2. PREVAILING WAGE REQUIREMENTS:

The City of Long Beach has issued Addendum No. 2 to confirm Prevailing Wage requirements will apply to this project (Pages 20-22 of Bid Document). Please see additional requirements below.

Labor Code 1776:

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

California Code of Regulations 230.1:

(a) Contractors, as defined in Section 228 to include general, prime, specialty or subcontractor, shall employ registered apprentice(s), as defined by Labor Code Section

3077, during the performance of a public work project in accordance with the required one hour of work performed by an apprentice for every five hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in Labor Code Section 1777.5 or this subchapter.

PREPARED BY: Karla Lopez, Buyer

ACKNOWLEDGED BY: _____
Company Name

Print Name

Signature

Title

Date



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

December 29, 2017

NOTICE TO BIDDERS

ADDENDUM NO. 3: Q & A

ITB GO18-051 Inspection of Sewer Lateral Pipelines on Customer Premises

This addendum changes and supersedes the language in the original bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

QUESTIONS AND ANSWERS ARE AS FOLLOWS:

1. Q: Can you please confirm that a Bid Bond is not required for this ITB?

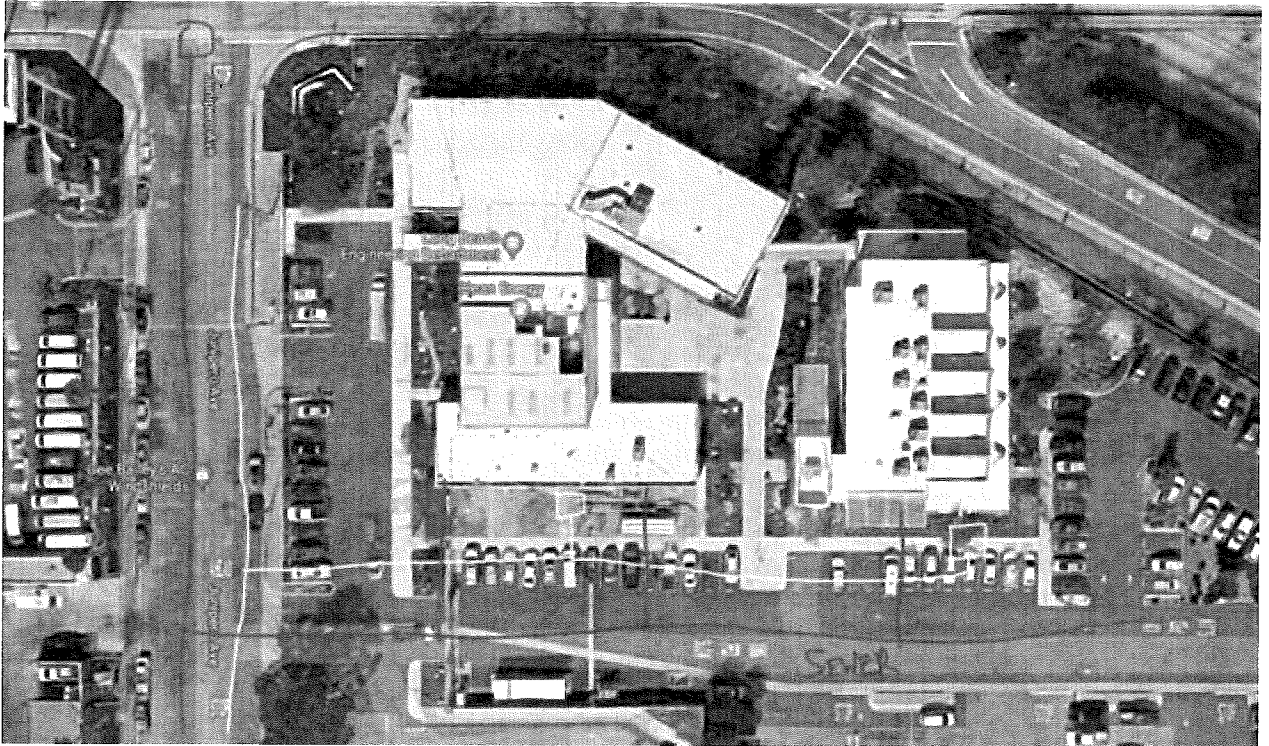
A: There are no Bonds required for this bid.

2. Q: With the scope of work changed and limited to inspection only, will LBGO accept a C42 or C36 (Contractors License Classification) for this project instead of the original Class A requirement?

A: Yes, please reference Addendum No. 2 for bid updates. Class C-36 Contractors License is preferred.

3. Q: Can Long Beach Gas and Oil explain, how they want multiple Gas meters on one property; cleared, Video recorded, documentation recorded. And are we allowed to charge separately for clearing each shared lateral or multiple laterals on a property? The Line item to bid is 100' per property, but shared lateral can be shorter or longer but work load is increased to clear each lateral that crosses gas, additional videos and documentation is needed.

Example: 1 main house, 1 to multiple back houses sharing a "mini main" that has multiple laterals crossing gas service. See image below.



A: Bid line item number one (1) will be invoiced for each instance the inspection camera travelling through the sewer main is able to utilize its lateral launching capabilities and travel into an individual sewer lateral. A single video and all required reports will be provided for each instance bid line item number one (1) is charged.

In the scenario multiple addresses are encountered during the inspection of a sewer lateral, all videos and their corresponding reports shall be named in the following format:

Video Name: "StreetName_House#1-House#2_MMDDYYYY"
Report Name: "StreetName_House#1-House#2_MMDDYYYY"

Mandatory Pre-bid Conference Questions:

4. Q: For traffic control costs, standby time is all designed to be in that standard lateral price line?

A: Yes, traffic control is to be factored into bid line item number one (1).

5. Q: Does prevailing wage apply to this contract?

A: Yes, please refer to Addendum No. 2 for more information.

6. Q: Will the quantity (of work packages) grow in time?

A: The defined work packages provided are similar to what we anticipate to see in future years. Actual quantity of work packages will depend on fund availability.

7. Q: What's the timeline on completing work packages?

A: Work packages are to be completed in a timely and efficient manner. If all provided work packages are completed before contract renewal, additional work packages may be provided depending on available funds.

8. Q: Is there a timeline to finish or is it up to the inspector?

A: Please see answer to question number seven (7).

9. Q: Are you looking for inspections just past the last address or looking for inspections manhole to manhole?

A: The only inspections required will be indicated in the packages provided to the Contractor.

10.Q: On roof access, is there a set price on accessing roofs? Can we negotiate at that moment if we come up to a house that we don't feel safe walking on their roof?

A: Push camera inspections via a roof will be per submitted pricing for bid line items four, seven, and eight (4, 7, 8).

11.Q: Is there a wavier we can get from the homeowners saying their liable and won't sue for defects?

A: LBGO will obtain permission from the homeowner to access their roof but currently will not obtain a written waiver.

PREPARED BY: Karla Lopez, Buyer

ACKNOWLEDGED BY: _____
Company Name

Print Name

Title

Signature

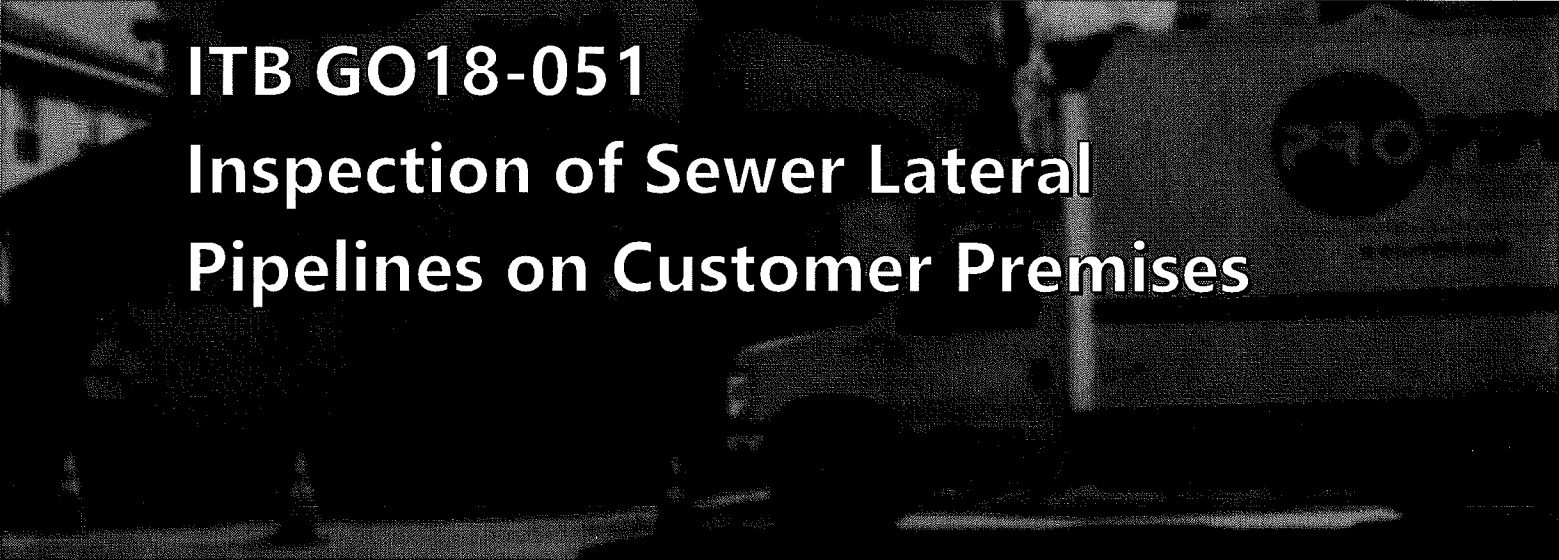
Date

ITB GO 18-051 Inspection of Sewer Lateral Pipelines on Customer Premises
 Exhibit A - Example of Address List

STREET	ADDRESS	INSPECTION DATE	INSPECTION TYPE	REPORT	VIDEO	CLEAR/NOT CLEAR	REASON	COMMENTS
(Street Name)	(House Number)	(MM/DD/YYYY)	(LL/PC) Lateral Launch or Push Camera, which method was used for this inspection	(Y/N) Is the report included with the invoice package	(Y/N) Is the video included with the invoice package	(C/NC) Clear or not clear of potential cross bore based on Contractor's inspection	(Reason @ XX-X') The reason a line was clear or not clear and the footage this reason occurs. Examples of reasons: Clear, Roots, Grease, Sewer Size too Small, Offset Joint, Sewer Collapsed, etc.	Any comments related to the inspection. Examples: Need Push Camera, Need Water Jet, etc.
Example Blvd	1234	10/2/2017	LL	Y	Y	C	Clear @ 55.4'	
Roswell Ave	5417	2/24/2017	LL	Y	Y	NC	Roots @ 24.9'	Need Push Camera
23rd St	214	6/6/2017	LL	Y	Y	NC	Roots @ 0.5'	Can't Enter Lateral
Los Coyotes Dia	1992	11/23/2018	LL	Y	Y	NC	Offset Joint @ 12.5'	
Los Coyotes Dia	1992	12/2/2018	PC	Y	Y	C	Clear @ 62.3'	
Roswell Ave	5417	5/10/2017	PC	Y	Y	C	Roots @ 24.9'	Gas service doesn't cross root ball
Long Beach Blvd	1232 Lateral #1	5/12/2017	LL	Y	Y	C	Clear @ 22.6'	
Long Beach Blvd	1232 Lateral #2	5/12/2017	LL	Y	Y	C	Clear @ 57.8'	



Hoffman Southwest Corp.
DBA Professional Pipe Services
CA License No. 761395 DIR# 1000000081



ITB GO18-051
Inspection of Sewer Lateral
Pipelines on Customer Premises

Submitted By:

A handwritten signature in black ink, appearing to read "Jason Walborn".

Jason Walborn | Corporate Office | 23311 Madero, Mission Viejo, CA 92691
949-380-4161 ext. 6212 | jason.walborn@pro-pipe.com
CA License No. 761395 DIR# 1000000081
Addendums 1, 2 and 3 are Received and Acknowledged.



Contents

Transmittal Letter	3
About Us	4
Corporate Structure	4
Locations	4
Approach	5
Cross Bore Technology.....	5
Proposed Technologies.....	6
CCTV Lateral Launch & Cross Bore Prevention	6
Push Camera Technology	6
Experience	7
References	7
Pacific Gas & Electric Co.	7
Southwest Gas Corporation.....	7
Southern California Gas Company, A Subsidiary of Sempra Energy	7
Personnel Resumes.....	8
Dean Monk	8
Nick Lanoue	9
Steve Powers.....	10
Chris Clauser	11
Bidder Resources	12
Project Manpower	12
List of CCTV Equipment & Software	12
Pricing, Required Documentation and Addenda	13



Hoffman Southwest Corp.
DBA Professional Pipe Services
CA License No. 761395 DIR# 100000081

January 9, 2018

City of Long Beach
City Clerk
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802

Attn: Karla Lopez

**Re: ITB GO18-051
Inspection of Sewer Lateral Pipelines on Customer Premises**

Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe) is pleased to furnish this proposal for the Inspection of Sewer Lateral Pipelines on Customer Premises Project as defined in the Bid specifications. Pro-Pipe has more than 25-years of CCTV inspection and today inspects and cleans more than 5,000 miles annually and operates a fleet of new and advanced systems.

Pro-Pipe's camera operators are NASSCO/PACP/LACP/MACP certified and trained/certified in a multitude of field related activities including traffic control, first aid, OSHA 10-hour, Confined Space and more. Pro-Pipe operates Cues & IBAK inspection camera systems, Laser/Sonar profiling, GIS-inspection integration, and various data capture software systems including WinCan, Pipelogix, Granite, and GNET.

Pro-Pipe is committed to helping achieve the City of Long Beach's goals as outlined in this RFP. Should you require additional information please do not hesitate to contact me at (949) 380-4161 ext. 6212 or by email at jason.walborn@pro-pipe.com. Thank you for your consideration.

Sincerely,

Jason Walborn
Manager - Business Development
23311 Madero, Mission Viejo, CA 92691
(949) 380-4161 ext. 6212
(714) 476-9534 mobile
Jason.Walborn@pro-pipe.com



Hoffman Southwest Corp.
DBA Professional Pipe Services
CA License No. 761395 DIR# 100000081

About Us

Corporate Structure

Professional Pipe Services (Pro-Pipe) is a division of Hoffman Southwest Corp., a California corporation. Hoffman Southwest Corp (HSW) was founded in the 40's and incorporated in California in 1972. HSW founded the Pro-Pipe division in 1992 to answer the demands of aging municipal pipeline infrastructure. Pro-Pipe, today, inspects over 5,000 miles of pipeline annually throughout the United States and operates numerous cross-bore programs. HSW is owned by Orix Capital Partners, a division of



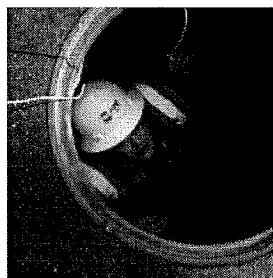
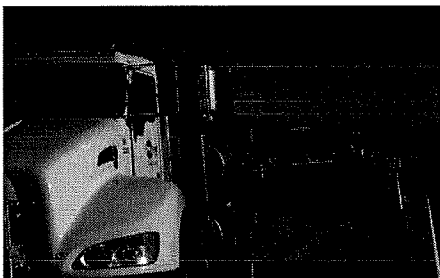
Orix Group. Orix Capital Partners makes direct controlling equity investments that support growth and performance among established companies throughout North America. This resource enables Pro-Pipe to (A) capitalize on the latest technologies, (B) enable a thriving safety culture, (C) incorporate rigorous quality control measures, and (D) focus heavily on employee training.

Locations

HSW Pro-Pipe corporate offices are in Mission Viejo, CA with primary operations hubs located throughout the U.S., including California, Oregon, Nevada, Arizona, Utah, Colorado, Texas and now commencing operations in the Carolinas.

Our Safety Culture

Pro-Pipe has a remarkable safety culture. The company's safety processes incorporate stringent safety measures encompassing numerous disciplines associated with operating on sub-surface infrastructure. The company's culture encourages well-planned processes and company holds quarterly, monthly and daily safety meetings. The quarterly meetings are held at the executive leadership level reviewing trends, incident claims, incident cause/prevention and what can be implemented from a policy and procedural process to further improve the safety culture. Senior managers and technicians, who comprise our branch safety committees, meet monthly for planning and implementation of initiatives uncovered from executive review. Weekly team and daily tailgate meetings are held by each of the project managers and superintendents to cover site-specific items and daily routine items. Attendance is documented, issues are discussed, and the activity hazard identification/mitigation process is constantly evolving. *Our goal: an injury-free workplace.*



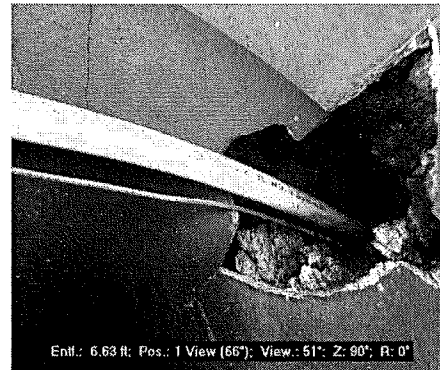


Approach

Cross Bore Technology

One of the advantages of being well capitalized and successful is the ability to acquire only the best tools in the market. The majority of Pro-Pipe's mainline and launch fleet is comprised of Ford Transits and box trucks outfitted with either Cues or Ibak robotic systems. These systems are upgraded with pan/tilt articulating heads to enable the navigation of branch connections in 4-inch mains, and a better view when searching for hidden or camouflaged cross-bores.

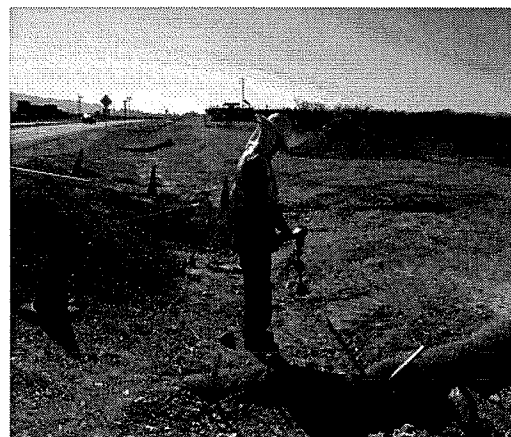
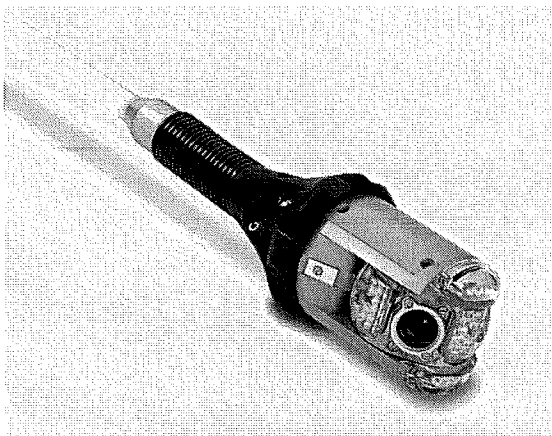
Pro-Pipe operators are certified to locate natural gas so that conflict zones can be identified and mapped as part of the inspection. This is critical when considering how root balls are notorious for hiding cross-bores due to the breach in the pipe wall. Pro-Pipe provides locating equipment for every crew.



Pro-Pipe leverages the advantages of utilizing GIS mapping integration and GPS locating both in the field and in the office. QA/QC staff utilize mapping as a critical measure in addition to reviewing 100% of all videos and data captured in the field.

Lineup of Proposed Technology:

- Fleet deployment adequately sized for production needs. Based on the information provided, a minimum of 6 inspection trucks with mainline lateral launch pan/tilt articulating heads, rigid portable push cameras, and locating transmitters (2013 and newer).
- Arcview GIS integration, on board all trucks and based at a California facility.
- NASSCO PACP/LACP software (WinCan, GNet, Posm or Pipelogix) to database inspections for mapping integration.
- Portable cellular tablets with a mapping based system to route inspection crews and monitor live performance.
- GPS tracking devices on all inspection trucks providing real time monitoring alerts for speed, heavy breaking/acceleration and position details.

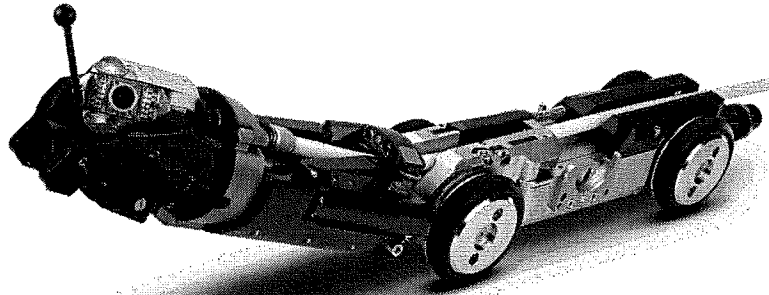




Proposed Technologies

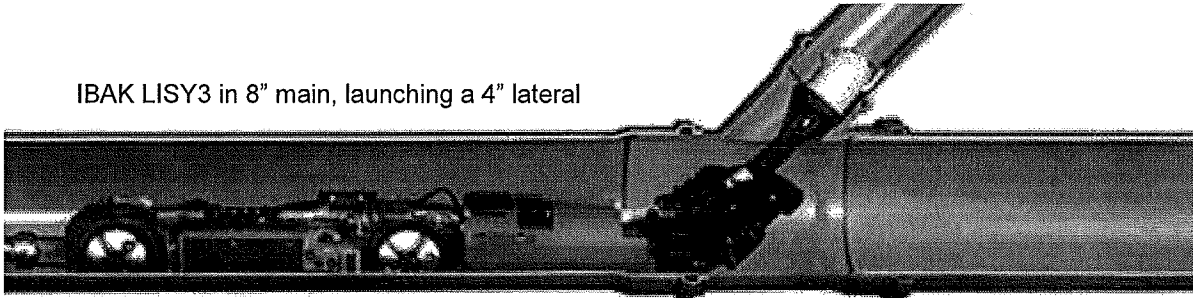
CCTV Lateral Launch & Cross Bore Prevention

Pro-Pipe operates a fleet of CCTV Lateral Launch systems allowing for both a mainline inspection and a lateral inspection by the launch of a camera from the robotic transporter up a lateral, extending up to 120ft. The lateral launcher has been instrumental for inspecting sewer service laterals where directional drilling is scheduled to install crossing utility lines and where past drilled utilities (gas / telecommunication) may have penetrated the lateral. The launching camera has a transmitter which can be tracked on the surface via a sonde enabling the location and depth of a lateral line to be marked on the surface. Pro-Pipe's systems are capable of inspecting 6" to 108" diameter mainlines utilizing software by Esri (Arcview GIS), WinCan, Pipelogix, Granite XP, Posm, producing PCP exchange databases compatible with asset management programs. Pro-Pipe provides a professional service, using NASSCO certified operators (PACP, MACP & LACP). Visual documentation captured in full-color digital format. All equipment is MPEG, JPEG & DVD compatible.



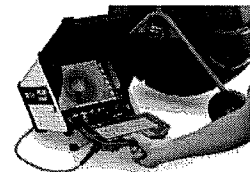
IBAK LISY3 Lateral Launch with pan & tilt camera head, articulating guidance arm for branch laterals and transmitter for surface locating.

IBAK LISY3 in 8" main, launching a 4" lateral



Push Camera Technology

Pro-Pipe utilizes Rigid push camera systems outfitted with a stiffer push cable to support long pushes from roof vents. Pro-Pipe technicians go through extensive training for access private property, whether yard, roof or interior to ensure a quick and discrete inspection.





Hoffman Southwest Corp.
DBA Professional Pipe Services
CA License No. 761395 DIR# 100000081

Experience

References

Pacific Gas & Electric Co.

PG&E launched a remarkable cross-bore program which Pro-Pipe was able to participate in. The program architecture began to develop in 2014 in preparation for a large-scale campaign. In early 2015, PG&E began to utilize directional drilling contractors that possessed sewer inspection trucks to initiate preventative inspections. Lacking sewer knowledge, drilling contractors reached out to Pro-Pipe for assistance and additional crews. In late 2015, PG&E further escalated its cross-bore program (preventative and legacy) for a dramatic volume, resulting in a large multi-award platform. Pro-Pipe instantly rolled out 30 trucks (over \$300k EA) over the course of several months to match inspection volume. In 2016, Pro-Pipe conducted 48,000 inspections, many of which were located in extreme access conditions such as downtown San Francisco, Oakland, etc. and throughout PG&E's rural areas. Pro-Pipe's PG&E fleet is on-track for 2017 to improve that number being that the ramp up is complete.

Nate Naylor | Gas T&D Construction – Cross bore Prevention Program
6111 Bollinger Canyon Road, 1st Floor, San Ramon, CA 94583
541 892 2347
NXNT@PGE.com

Southwest Gas Corporation

SWG collaborated with Pro-Pipe in 2002 to initiate a safety program around directional drilling. Pro-Pipe had 10 years sewer inspection experience, supported by the parent company's 50+ years of experience in lateral inspection and plumbing. The in-house call center was active, and Pro-Pipe was able to commence and attractive inspection program. Pro-Pipe has been SWG's primary inspection service provider since 2002. Pro-Pipe is currently engaged with the following SWG districts: Phoenix AZ (CAD), Tucson AZ (SAD), Victorville CA (SCD) and Reno/Tahoe (NND). Pro-Pipe provides SLIP (legacy) services directly to SWG, and preventative services are provided directly to SWG's select drilling contractors. Pro-Pipe's program collaboration with SWG and competitive drilling contractors resulted in an outstanding preventative program.

Greg Cooper | Supervisor, Central Support
9 South 43rd Ave., 420-588, Phoenix, AZ 85009
Direct 602 484 5276
Mobile 602 763 5112
Greg.cooper@swgas.com

Southern California Gas Company, A Subsidiary of Sempra Energy

Southern California Gas Company or Socalgas initiated a cross-bore program approximately 6 years ago, commencing with a few small vendors. While continuing research to strengthen their program they reached out to Pro-Pipe to learn more about best practices and Pro-Pipe's larger program with Southwest Gas. The collaboration resulting in a successful partnership between Socalgas and Pro-Pipe, where Pro-Pipe provides upwards of 26 launch and push crews. The unique element of the partnership, is that Socalgas elected to purchase part of the inspection fleet and contracted Pro-Pipe to operate that fleet along with additional crews and trucks. Pro-Pipe personnel inspected 61,000 laterals in 2016.

Harley Peterson | Manager
13525 12th Street, SC8012, Chino, CA 91710
714 514 5470
Hmpeterson@semprautilities.com



Dean Monk
Director of Operations

EXPERTISE

- Siphon Cleaning
- CCTV Inspection Robotics
- Pipe Condition & Rating Software Systems
- Panoramio and Structure Modelling
- Sonar Profiling
- Laser Profiling
- CIPP
- Lateral CIPP

CERTIFICATIONS

- OSHA Confined Space Entry
- OSHO 10-Hour
- NASSCO PACP, MACP, LACP
- Traffic Control
- CPR/First Aid
- MAPS Management Training
- AZDEQ Grade 2 Wastewater Operations Certification

Dean Monk is one of the founders and innovators of Professional Pipe Services, owned by Hoffman Southwest Corporation. Dean began operation of Pro-Pipe in 1992 in Arizona, and today is leading the industry in Arizona, California, Oregon, Utah, Nevada and New Mexico. Dean has extensive experience in managing condition assessment projects and maintenance/rehabilitation services for large, complex infrastructure systems and is dedicated to improving the industry with new technology. Dean oversees thousands of miles of pipeline inspection throughout the West USA, supported by a large, qualified team of managers and technical experts.

KEY PROJECT EXPERIENCE

OCSD On-Call Cleaning/CCTV 2007 - 2011 | Oversee quality control and sourcing advanced technology for cleaning and CCTV crews through various PO's issued by Mike McCusker. Services were performed on more than 150 miles of gravity wastewater infrastructure including sewer mains, trunk mains, siphons, clarifiers, pits, tanks and lift stations. Services included traffic control support, local permitting as needed, and creating customized mechanisms for the sole purpose of cleaning OCSD's unique setups including unique Davit arms, dual-truck cleaning nozzles, and specialty centralizers for spinning cleaning heads.

Pima County Wastewater, Tucson, AZ: 2010 - Current | Dean oversees quality control implementation and senior staff assignment for servicing a 750-mile wastewater system. Services include a fleet of CCTV inspection systems and hydro-vac combination cleaning trucks. Dean was instrumental in deploying an advanced CIPP spot repair system utilizing ultra-violet light technology which has become one of Pima's favored rehabilitation methods.

OCSD CCTV Contract: 2012 - Current | Sourced and deployed Digital 360 Panoramio technology for use on OCSD inspection work orders. Dean made it possible for the inspection effort to use the advanced systems at the same price point as traditional CCTV systems and deployed Panoramio Structure Inspection (Si) technology becoming a favored system by senior OCSD staff.

PROFESSIONAL REFERENCES

Carmelo Martinez, Bureau of Sanitation, City of Los Angeles, CA
(323) 342-6040 Carmelo.martinez@lacity.org

Bob Machen, Pima County Wastewater, Tucson, AZ
(520) 390-8371 Bob.machen@pima.gov



Nick Lanoue
Operations Manager

CERTIFICATIONS

- OSHA Confined Space Training
- NASSCO PACP, MACP & LACP
- ATSSA Certified
- AZDEQ Grade 1 Wastewater Collection System Operator

Nick Lanoue started working with Hoffman Southwest Corp. in 2010, quickly rising to the Operations Manager of Pro-Pipe. Nick has extensive experience in managing small to large size wastewater pipeline rehabilitation, gas line cross-bore projects, cleaning and inspections of sewer lines, storm drains, dry wells, irrigation lines and catch basins, using CCTV, sonar, and laser technologies. He has a wide knowledge of potable water, sewer, storm drain systems, treatment plants, job site requirements, and safety/training. Nick is well trained for quick and accurate pipe-condition assessment and implementing decisive action for rehabilitation.

EXPERIENCE

7 -Years with Hoffman Southwest Corp., dba Professional Pipe Services. Nick has over 14-million feet of GIS integrated wastewater mainline inspections on a single project for Pima County Wastewater. Nick's responsibilities include setting procedures and monitoring standards to ensure seamless GIS integration. He is highly experienced with the removal procedures of protruding laterals, fixed deposits, grease and heavy roots for insertion of CIPP using various types of mechanical methods.

Nick is experienced with cross-bore preventative programs, mechanical chain flails, carbine & diamond-tip saw blades for removal of protruding laterals and fixed deposits, grease removal, siphon dewatering, bypass pumping, Hydrovac equipment operations and CCTV inspections, including Cues, Aries, Ibak, WinCan, Pipelogix, Granite and IT Pipes.

PROFESSIONAL REFERENCES

Pima County Wastewater, Tucson, Arizona | Bob Machen
(520)443-6533 Bob.Machen@pima.gov

Southwest Gas, Arizona | Bob Johnson
520-794-6019 bobby.johnson@swgas.com



Steve Powers
Branch Manager

EXPERTISE

- CCTV Inspection Robotics
- Pipe Condition & Rating Software Systems
- Panoramio and Structure Modelling
- Sonar Profiling
- Laser Profiling
- CIPP
- Lateral CIPP

CERTIFICATIONS

- OSHA Confined Space Entry
- OSHA 10-Hour
- NASSCO PACP, MACP, LACP
- Traffic Control
- CPR/First Aid

Steve Powers started with Hoffman Southwest Corporation in 1993 managing large plumbing projects and service contracts. Steve accepted the role of manager for Hoffman's infrastructure division, Professional Pipe Services, in 2006 to oversee California operations. Steve has successfully completed more than \$30M in wastewater infrastructure contracts in Southern California. Steve's responsibilities include branch operations management, field crew assignment, quality-control oversight and revenue performance.

KEY PROJECT EXPERIENCE

City of Los Angeles, CA | Pro-pipe provides condition assessment services contracted directly with the City, assessing more than 500 miles annually for 13 consecutive years. Total value to date exceeds \$24 million. This is the largest condition assessment effort launched in the Western United States. Steve Powers is the project manager for this project. Project was commenced in 2002 via contiguous 5-year contracts, and is currently active. Agency contact is Carmelo Martinez: 323-342-6040 carmelo.martinez@lacity.org

City of Las Vegas, NV | Pro-Pipe provides condition assessment services contracted with City consultants, currently in our fifth year of service, with over 600 miles of digital Panoramio pipe scanning and thousands of manholes to date. The project was commenced in 2010 and Pro-Pipe is currently in its second 5-year term. Project oversight is performed by Dean Monk. Agency contact is Tim Parks: 702-229-6276 tparks@lasvegasnevada.gov

Oceanside, CA | Pro-Pipe is currently within its 2nd year providing Panoramio CCTV inspection services city wide in conjunction with oversight performed by IEC. Steve Powers is the project manager and quality control /coding is performed by Chris Clauser. Project was started in May 2015 and is currently underway. Agency contact: Jason Dafforn: 760-435-5800 jdafforn@ci.oceanside.ca.us

Chula Vista, CA | Pro-Pipe is engaged in a 3-year manhole condition assessment project with the City to digitally scan several thousand manholes annually utilizing Panoramio technology. The project started in August 2015 and is expected to conclude in December 2018. Steve Powers is the project manager with quality control provided by Chris Clauser. Agency contact: Roberto Yano: 619-397-6217 Ryano@ci.chula-vista.ca.us

PROFESSIONAL REFERENCES

Carmelo Martinez, Bureau of Sanitation, City of Los Angeles, CA
(323) 342-6040 Carmelo.martinez@lacity.org

Justin Fenton, Orange County Sanitation District (OCSD), Orange County, CA
(714) 593-7386 Jfenton@ocsd.com



Chris Clauser
Quality Control Supervisor

CERTIFICATIONS

- OSHA Confined Space Training
- OSHA 10-Hour
- NASSCO PACP, MACP & LACP Certified
- NASSCO PACP, MACP & LACP Certified Trainer

Chris Clauser started with Hoffman Southwest Corp Pro-Pipe division in February 2013 to fulfill a lead role in the quality control department and today is the Quality Control Supervisor for all Arizona based projects and special projects in the Western United States. Chris has more than 5-years in technical oversight, pipeline condition assessment and communications and more than 16-years heavy equipment operations. Chris has extensive experience with multiple software platforms including Granite XP, Pipe Logix, WinCan, POSM, Pinnacle Studio 18, Adobe, Microsoft Office Excel, Microsoft Office Access and ESRI Arc Map Version 10.3. Additionally, Chris has implemented numerous data-scripts in analyzing PACP databases for integration into various software platforms and to function as condition assessment tools. Chris has developed an advanced, interim rating system for manhole assessments until NASSCO released their final MACP rating protocol in 2016.

EXPERIENCE

Bi-Monthly quality control review and distribution of a Hanson database and video library for a 100-mile project in San Antonio, TX (including GIS asset review for integration of missing manholes). Quality control review and final deliverable processing for Sedona Panorama, City of Scottsdale Panorama with Infomaster integration, City of Scottsdale Lateral-Launch Verify Program, City of Phoenix mainline assessment and maintenance programs, City of Oceanside Panorama and GIS processing with Lucity integration, Las Vegas Panorama Data-Management oversight.

PROFESSIONAL REFERENCES

City of Scottsdale, Arizona | Bill Wilson 602-316-4584
Bwilson@scottsdaleaz.gov



Bidder Resources

Project Manpower

- Director of Operations: Dean Monk
- Operations Manager: Nick Lanoue
- Branch and Project Manager: Steven Powers
- Quality Control Manager: Chris Clauser

List of CCTV Equipment & Software

- **Software:** Pipelogix/Esri data capture system, (exportable to Granite XP) & PACP delivery and Pipelogix 360 player which opens on any Windows PC (no install necessary).
- **Trucks:** Pro-Pipe operates 90 CCTV inspection trucks and 40 hydro-vac cleaning trucks in addition to rehabilitation crews. The following list represents Pro-Pipes Eastern-most assets available to support Carolina operations, of which the yellow highlighted trucks are proposed for this specific project.
- **Robotics:** IBAK Panoramio mainline system (8"-60"), IBAK Panoramio 150 (6") and IBAK Panoramio Si (Structure Inspection)

The below equipment will be assigned to this project upon award. Note: Pro-Pipe has 12 launch trucks and 8 push trucks available locally for additional support.

Vin-Last 4	Year	Type	Description
6973	2016	Panoramio	Ford E450 IBAK Camera Truck
6980	2015	Panoramio	Ford E450 IBAK Camera Truck
4015	2016	Push CCTV	Ford Transit Connect Push CCTV
8091	2016	Push CCTV	Ford Transit Connect Push CCTV



Hoffman Southwest Corp.
DBA Professional Pipe Services
CA License No. 761395 DIR# 100000081

Pricing, Required Documentation and Addenda

Please see the attached required documentation:

- Completed ITB Document
 - o Signed Bid Cover Page (ITB)
 - o California All Purpose Acknowledgement, Notarized
 - o Attachment A - Debarment
 - o Attachment B – Reference List
 - o Attachment C – W-9 Form
 - o Attachment D – EBO Form
 - o Attachment E – Certificate of Insurance
 - o Attachment F – Secretary of State Certification
 - o License Copy
- Pricing provided in Planet Bids as required in Specifications
- Addenda 1, 2 and 3 Signed and Acknowledged

EXHIBIT “B”

Rates or Charges

Hoffman Southwest Corp dba Professional Pipe Services (Pro-Pipe)

Item Num	Section	Description	Unit	Quantity	Price
1	Defined Work Package	Lateral launch camera inspection first 100 feet per lateral, flat fee per lateral for first 100'	EA	1	\$182.00
2	Defined Work Package	Lateral launch camera inspection additional footage after 100 ft per lateral, additional charge per	FT	1	\$1.00
3	Grouped Inspections	Prescheduled push camera inspection from ground, rate per hour	HR	1	\$240.00
4	Grouped Inspections	Prescheduled push camera inspection from roof, rate per hour	HR	1	\$240.00
5	Individual Inspections	Emergency push camera inspections from ground, flat rate per hour for emergency notice work, 2 hour minimum	EA	1	\$254.00
6	Individual Inspections	Emergency push camera inspections from ground additional hours, rate per hour after 2 hour minimum, each additional hr	HR	1	\$254.00
7	Individual Inspections	Emergency push camera inspections from roof, flat rate for emergency notice work, 2-hour	EA	1	\$254.00
8	Individual Inspections	Emergency push camera inspections from roof additional hours, rate per hour after 2 hour minimum (each additional hr)	HR	1	\$254.00
9	Equipment Capabilities	Total number of lateral launch vehicles available to perform sewer lateral inspections.	EA	1	12
10	Equipment Capabilities	Total number of push camera vehicles available to perform sewer lateral inspections.	EA	1	8
11	Equipment Capabilities	Max length of sewer main camera cable. Enter total feet.	FT	1	2060
12	Equipment Capabilities	Max length of lateral launching camera cable. Enter total feet.	FT	1	120
13	Equipment Capabilities	Max length of push camera cable. Enter total feet.	FT	1	600
14	Equipment Capabilities	Number of field workers per lateral launch inspection vehicle (Min. of 2)	EA	1	2
15	Equipment Capabilities	Number of field workers per push camera inspection vehicle (Min. of 2)	EA	1	2
16	Equipment Capabilities	Number of years performing sewer lateral inspections	YRS	1	25
17	Extension Option	State the percentage increase for the first renewal option.	PERCENT	1	3%
18	Extension Option	State the percentage increase for the second renewal option.	PERCENT	1	3%
19	Extension Option	State the percentage increase for the third renewal option.	PERCENT	1	3%
20	Extension Option	State the percentage increase for the fourth renewal option.	PERCENT	1	3%

EXHIBIT “C”

City’s Representative:

Kevin Simms, Mechanical Engineering
Associate

(562) 570-2032

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Mark Burel

(800) 784-7473