



Agenda Report

File #: 19-0346

**AGENDA REPORT
REQUEST FOR CITY COUNCIL AND
CORONA UTILITY AUTHORITY ACTION**

DATE: 4/17/2019

TO: Honorable Mayor and City Council Members
Honorable President and Board Members

FROM: Department of Water and Power

SUBJECT:

City Council and Corona Utility Authority consideration of a Second Amendment to the Maintenance/General Services Agreement with Innerline Engineering.

RECOMMENDED ACTION:

That the:

1. City Council approve a Second Amendment to the Maintenance/General Services Agreement with Innerline Engineering of Corona, CA, for Sanitary Sewer Line Cleaning Services in the amount of \$500,000 per fiscal year and extend the agreement term period to June 30, 2023, based on the findings noted in this report.
2. City Council authorize the City Manager, or their designee, or the General Manager to execute the Second Amendment with Innerline Engineering and execute non-substantive extensions, change orders and amendments up to the amount provided by Corona Municipal Code Section 3.08.060(J) pursuant to Ordinance No. 2790.
3. City Council authorize the Purchasing Agent to issue Purchase Orders to Innerline Engineering in the amount of \$500,000 per year for Fiscal Years 2018-19 through 2022-23.
4. Corona Utility Authority (CUA) review, ratify and to the extent necessary direct that the City Council take the above actions.

ANALYSIS:

On January 18, 2017, the Corona City Council awarded RFP 17-024CG Sanitary Sewer Cleaning

Services to Innerline Engineering in the amount of \$300,000 including change orders up to 25%. In 2016, the Purchasing division conducted a formal request for proposals for sanitary sewer line cleaning services and received five submittals. At the time, the Department of Water and Power (DWP) and the Purchasing division made the decision to use a Request For Proposal (RFP) instead of a bid for the selection of the contractor to allow staff to evaluate potential contractors on additional criteria rather than low bid. The proposals were evaluated on four criteria: 1. Work Plan/Work Organization, 2. Qualifications of the Company and Personnel, 3. Approach to Safety Measures and 4. Reasonableness of Cost and Price. In an effort to continue minimizing sewer blockages and overflows, the sanitary sewer cleaning program requires a high degree of technical knowledge, competency and experience that was thoroughly evaluated by staff during the proposal evaluation process. Innerline Engineering received high scores in all four criteria during the original proposal evaluation process.

During the last two years, DWP has continued to have an aggressive proactive approach to sewer cleaning maintenance to reduce sanitary sewer overflows in the collection system and at treatment facilities. Between April 2017 and March 2019, there have been a total of 13 sanitary sewer overflows in the City's sewer collection system.

Innerline Engineering performs all sewer main collection system cleaning services as well as monthly/quarterly "hot-spot" cleaning services to address frequent problem areas within the sewer collection system. Additionally, Innerline Engineering provides cleaning services at all sewer lift stations and treatment plants. If not maintained through a proactive maintenance program, the sewer collection system can become clogged due to fats, oils, and greases as well as other non-flushable items such as rags and wipes. These types of materials form a restriction in the pipe that can lead to an overflow. The department's maintenance plan is to clean 100 miles of sewer main and service each of the 14 sewer lift stations 4 times during each fiscal year.

A sanitary sewer overflow has the potential to be very costly as the State Water Resources Control Board assesses minimum fines and penalties based on the volume of sewage that reaches the storm drain. However, if the City shows proof of a proactive and efficient maintenance plan - there is the potential for the City to negotiate lower or no fines. Therefore, it is in the City's best interest to continue a sewer cleaning program to avoid potential regulatory fines and penalties.

The original contract was awarded in January 2017 for \$300,000. In March 2018, the Purchasing division prepared the first amendment to exercise change order authority up to 25% increasing the purchase order to \$375,000. The purchase order for \$375,000 is nearly exhausted at this time and the department is requesting an increase to \$500,000 to continue the sewer cleaning program through fiscal year 2022-23 when the service will be re-bid.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

Funding for the recommended action is included in the Department of Water and Power Fiscal Year

2018-19 Operating Budget within the Water Reclamation Fund. Staff will recommend appropriate amounts in future budget years to provide for these services as needed.

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: KATIE HOCKETT, DWP OPERATIONS MANAGER

REVIEWED BY: TOM MOODY, GENERAL MANAGER

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER AND EXECUTIVE DIRECTOR

Attachments:

- Second Amendment to the Maintenance/General Services Agreement with Innerline Engineering
- First Amendment to the Maintenance/General Services Agreement with Innerline Engineering
- Agenda Report (1/18/17) awarding RFP for Sanitary Sewer Cleaning Services

**SECOND AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND
INNERLINE ENGINEERING, INC.**

1. PARTIES AND DATE.

This Second Amendment to the Maintenance/General Services Agreement (“Second Amendment”) is made and entered into this 17th day of April, 2019 by and between the City of Corona (“City”) and Innerline Engineering, a California Corporation (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated 12/12/2016 and First Amendment to the Maintenance/General Services Agreement dated 03/28/2018 (“Agreement”), whereby Contractor agreed to provide Sanitary Sewer Line Cleaning services.

2.2 Amendment. City and Contractor desire to amend the Agreement for the Second time to 1.) modify Section 3.1.2 Term; 2.) modify Section 3.3.1 Rates & Total Compensation; 3.) Replace Exhibit “C-1” (Compensation).

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement shall be from January 4, 2017 to June 30, 2023 (“Term”), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a “Renewal Term”).”

3.2 Rates & Total Compensation. Section 3.3.1 of the Agreement and as amended in the First Amendment are hereby deleted in their entirety and replaced with the following:

“Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under the Agreement at the rates set forth in Exhibit “C-2” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Five Hundred Thousand Dollars (\$500,000) (“Total Compensation”) per fiscal year for Fiscal Years ending June 30, 2019 through June 30, 2023 without written approval of the City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Exhibit “C-1” (Compensation) as amended in the First Amendment is hereby deleted in its entirety and replaced with Exhibit “C-2” (Compensation) attached hereto and incorporated herein by reference.

3.4 Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Second Amendment.

3.5 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

3.6 Counterparts. This Second Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**CITY'S SIGNATURE PAGE
FOR
SECOND AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND INNERLINE ENGINEERING, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Maintenance/General Services Agreement as of the 17th day of April, 2019.

CITY OF CORONA

By: _____
Tom Moody
General Manager

Reviewed by:

Katie Hockett
DWP Operations Manager

Reviewed by:

Cita Longworth
Purchasing Manager

**CONTRACTOR'S SIGNATURE PAGE
FOR
SECOND AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND INNERLINE ENGINEERING, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Maintenance/General Services Agreement as of the 17th day of April, 2019.

INNERLINE ENGINEERING, INC.
a California Corporation

By: _____
Signature

Name (Print)

Title (CEO, President, Vice-President)

By: _____
Signature

Name (Print)

Title (Secretary, CFO, Treasurer)

EXHIBIT "C-2" COMPENSATION

Contractor will provide the services as listed in the Scope of Services at the prices listed below:

Item	Description	Units	Estimated Quantity	Unit Price
1	4" - 12" Pipe*	LF	480,000	\$ 0.39
<i>Additional Sizes of Sewer Lines</i>				
2	14" Pipe Approx	LF	2,000	\$ 0.39
3	15" Pipe Approx	LF	49,000	\$ 0.39
4	16" Pipe Approx	LF	390	\$ 0.39
5	18" Pipe Approx	LF	45,000	\$ 0.39
6	21" Pipe Approx	LF	16,000	\$ 0.39
7	24" Pipe Approx	LF	16,000	\$ 0.39
8	27" Pipe Approx	LF	2,800	\$ 0.39
9	42" Pipe Approx	LF	13,700	\$ 0.39
			Total	\$ 3.51
*Item 1 Also includes all ACCELERATED MAINTENANCE AREAS as specified in 4A of the Scope of Work.				

Item	Lift Station	Wet Well Size	Avg Sewage Depth	Total Depth	Price per Cleaning per Lift Station	Per Year (x4)
10	Ahmanson	5' x 11.5'	14.25'	16'	\$ 795.00	\$ 3,180.00
11	Airport	5' Dia.	11'	13.7'	\$ 795.00	\$ 3,180.00
12	Golden Ridge	8' Dia.	15.5'	20.59'	\$ 795.00	\$ 3,180.00
13	Griffin	5' Dia.	18'	25'	\$ 795.00	\$ 3,180.00
14	Joy St.	7' x 14'	11.5'	16'	\$ 795.00	\$ 3,180.00
15	Main St.	5' Dia.	12.8'	16.8'	\$ 795.00	\$ 3,180.00
16	McKinley	6' Dia.	16'	20.9'	\$ 795.00	\$ 3,180.00
17	Plant #2	13' x 11'	28'	35.5'	\$ 2,280.00	\$ 9,120.00
18	Plant #3 (Primary)	11' x 8'	14'	19'	\$ 1,200.00	\$ 4,800.00

Item	Lift Station	Wet Well Size	Avg Sewage Depth	Total Depth	Price per Cleaning per Lift Station	Per Year (x4)
19	Prado	7' Dia.	19'	22'	\$ 795.00	\$ 3,180.00
20	Stagecoach	4' Dia.	12.8'	17.04'	\$ 795.00	\$ 3,180.00
21	Yuma	5' Dia.	21.24'	25.41'	\$ 795.00	\$ 3,180.00
22	Bedford Canyon	5' Dia.	18'	18'	\$ 795.00	\$ 3,180.00
					Annual Total	\$ 52,080.00

Item 23 – Dryer – Total for each instance of Dryer Cleaning \$2,280.00

Additional Service Rates:

(1) Emergency video inspection of sewer lines

Item	Description	Units	Unit Price
1	4" - 12" Pipe*	LF	\$ 0.85
2	14" Pipe Approx	LF	\$ 0.85
3	15" Pipe Approx	LF	\$ 0.85
4	16" Pipe Approx	LF	\$ 0.85
5	18" Pipe Approx	LF	\$ 0.85
6	21" Pipe Approx	LF	\$ 0.85
7	24" Pipe Approx	LF	\$ 0.85
8	27" Pipe Approx	LF	\$ 0.85
9	42" Pipe Approx	LF	\$ 0.85

(2) Emergency Call-Out Rates – Includes Sewer Cleaning and Videoing with a guaranteed one hour response time.

Call-Out Minimum (e.g. 2 hours) 4 hrs

	Minimum Hrs	Price Per Hour
Night Time (6:00 pm to 7:00 am)		
(Includes Fridays, weekends and holidays)	<u>4</u> hrs	\$562

Pursuant to Section 3.2.12.2 of the agreement a Payment Bond in the amount of 100% of the Total Compensation of Section 3.3.1 shall be required.

**FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
INNERLINE ENGINEERING, INC.**

1. PARTIES AND DATE.

This First Amendment to the Maintenance Services Agreement ("First Amendment") is made and entered into this 28th day of March, 2018 by and between the City of Corona ("City") and Innerline Engineering, a California Corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Contractor entered into that certain Maintenance Services Agreement dated December 12, 2016 ("Agreement"), whereby Contractor agreed to provide Sanitary Sewer Line Cleaning services through June 30, 2019.

2.2 Amendment Purpose. City and Contractor desire to amend the Agreement for the First time in order to (1) increase the Compensation by \$75,000 to \$375,000 per fiscal year for fiscal years ending June 30, 2018 and June 30, 2019 in accordance with the City Manager's change order authority provided for in CMC section 3.08.060(j); and (2) replace Exhibit "C" (Compensation) with Exhibit "C-1" (Compensation).

3. TERMS.

3.1 Compensation. Section 3.3.1 (Compensation) and Exhibit "C" (Compensation) of the Agreement, is hereby deleted in its entirety and replaced with the following:

"3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under the Agreement at the rates set forth in Exhibit "C-1" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Three Hundred Seventy Five Thousand Dollars (\$375,000) ("Total Compensation") per fiscal year for Fiscal Years ending June 30, 2018 and June 30, 2019 without written approval of the City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.4 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING TWO PAGES]

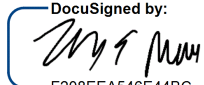
CITY'S SIGNATURE PAGE FOR
CITY OF CORONA FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH INNERLINE ENGINEERING, INC.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Maintenance Services Agreement as of the date noted on the first page of the Amendment.

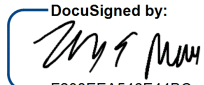
CITY OF CORONA

By: 
EBEAE276470E410...
Darrell Talbert
City Manager

Reviewed By:


F208EEA546E44BC...
Tom Moody
General Manager

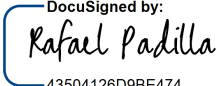
Reviewed By:


F208EEA546E44BC...
Ed Lockhart
Maintenance Manager
on behalf of
Ed Lockhart

CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA FIRST AMENDMENT TO
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH INNERLINE ENGINEERING, INC.

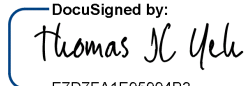
IN WITNESS WHEREOF, the Parties have entered into this First to Maintenance Services Agreement as of the date noted on the first page of the Amendment.

INNERLINE ENGINEERING, INC.
a California Corporation

By: 
43504126D98E474...
Signature

Rafael Padilla
Name (Print)

Ceo
Title (CEO, President, V.P.)

By: 
E7D7FA1E95904B3...
Signature

Thomas JC Yeh
Name (Print)

CFO
Title (Secretary, CFO, Treasurer)

EXHIBIT "C-1"

COMPENSATION

The total compensation shall not exceed \$375,000 without authorized written approval of the City's Representative.

Contractor will provide the services as listed in the Scope of Services at the prices listed below:

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1	4" - 12" Pipe*	LF	480,000	\$ 0.39
<i>Additional Sizes of Sewer Lines</i>				
2	14" Pipe Approx	LF	2,000	\$ 0.39
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(1) Emergency video inspection of sewer lines

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7	24" Pipe Approx	LF	\$ 0.85
8	27" Pipe Approx	LF	\$ 0.85
9	42" Pipe Approx	LF	\$ 0.85

(2) Emergency Call-Out Rates – Includes Sewer Cleaning and Videoing with a guaranteed one hour response time.

Call-Out Minimum (e.g. 2 hours) 4 hrs

	Minimum Hrs	Price Per Hour
Night Time (6:00 pm to 7:00 am)		
(Includes Fridays, weekends and holidays)	<u>4</u> hrs	\$562

PAYMENTS BOND IS REQUIRED FOR 100% OF THE PROJECT COST

COUNCIL ACTION: (For City Clerk use only)

- ☐ ADOPTED RESOLUTION NO. _____
☐ APPROVED ☐ APPROVED WITH CHANGES
☐ CONTINUED TO _____ ☐ DENIED
☐ INTRODUCED ORDINANCE NO. _____
☐ NO ACTION TAKEN/DID NOT PASS
☐ RECEIVED AND FILED ☐ RETURNED TO STAFF
☐ REFERRED TO _____
☐ SET FOR PUBLIC HEARING



Agenda Report No. **3.C.9**

AGENDA REPORT REQUEST FOR CITY COUNCIL AND CORONA UTILITY AUTHORITY ACTION

DATE: January 18, 2017
TO: Honorable Mayor and City Council Members
Honorable President and Board Members
FROM: Department of Water and Power
SUBJECT: CITY COUNCIL AND CORONA UTILITY AUTHORITY
APPROVAL OF A MAINTENANCE SERVICES AGREEMENT
WITH INNERLINE ENGINEERING FOR SANITARY SEWER
CLEANING SERVICES PER RFP 17-024CG.

RECOMMENDED ACTION:

That the:

1. City Council award RFP 17-024CG Sanitary Sewer Cleaning Services, to Innerline Engineering of Corona, CA in the amount of \$300,000, and waive any minor irregularities in the proposal.
2. City Council approve Maintenance/General Services Agreement issued to Innerline Engineering of Corona, CA for Sanitary Sewer Line Cleaning Services in the amount of \$300,000 per fiscal year, with initial award period of January 4, 2017 through June 30, 2019, as an exception to bidding pursuant to Corona Municipal Code (CMC) 3.08140(E) based upon the findings noted in this report.
3. City Council authorize the City Manager or the General Manager to execute the agreements with Innerline Engineering and authorize the City Manager or General Manager to extend the agreements for an additional three year period as per CMC 3.08.060(J).

File No. CC - _____.

-
4. City Council authorize the Purchasing Manager to issue an annual purchase order to Innerline Engineering in the amount of \$300,000 per fiscal year.
 5. City Council authorize the City Manager or the General Manager to negotiate and execute any amendments to these agreements which are either non-substantive or are otherwise in compliance with the City Council actions hereunder.
 6. Corona Utility Authority (CUA) review, ratify and to the extent necessary direct that the City Council take the above action(s).

ANALYSIS:

On October 17, 2016, the City of Corona Department of Water and Power (DWP) issued Request for Proposals (RFP) No. 17-024CG for Sanitary Sewer Line Cleaning Services. The RFP was advertised in the Sentinel Weekly on October 19, 2016 and posted on the City of Corona website. The purchasing division solicited three (3) contractors with five (5) contractors submitting proposals by the submission date, November 17, 2016. The decision to use an RFP instead of a bid for the selection of a new Sanitary Sewer Line Cleaning contractor was initiated to allow staff to evaluate potential contractors on additional criteria rather than low bid.

The evaluations of the proposals were based on four (4) criteria: 1. Work Plan/Work Organization, 2. Qualifications of Company and Personnel (Experience), 3. Approach to Safety Measures, and 4. Reasonableness of Cost and Price. In an effort to continue minimizing sewer blockages and overflows the sanitary sewer cleaning program requires a high degree of technical knowledge, competency and experience that was thoroughly evaluated by staff during the proposal evaluation process. After thorough evaluation of all submitted proposals, communications with past and current customers, Innerline Engineering received high scores in all four criteria and staff received outstanding recommendations from listed references. Innerline Engineering appears to be the most qualified contractor with sufficient staff and equipment to meet the city's high standards for sanitary sewer cleaning services.

STRATEGIC PLAN:

This item is not applicable to the City's Strategic Plan

FISCAL IMPACT:

The funding for the sanitary sewer cleaning contract is included in the approved Fiscal Year 2016 - 2017 operating budget.

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY:



Eugene Silvas
Construction Superintendent

REVIEWED BY:



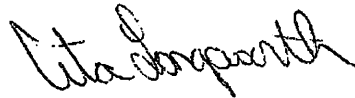
Ed Lockhart
Maintenance Manager

REVIEWED BY:



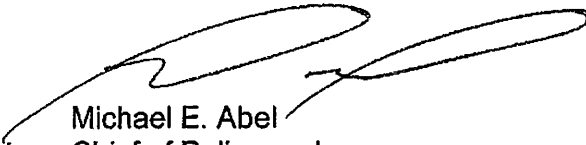
Tom Moody
Assistant General Manager

REVIEWED BY:



Cita Longworth
Purchasing Manager

REVIEWED BY:



Michael E. Abel
Chief of Police and
Assistant City Manager

REVIEWED BY:



Kerry D. Eden
Assistant City Manager/
Administrative Services Director

SUBMITTED BY:



Darrell Talbert
City Manager & Executive Director

**CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH INNERLINE ENGINEERING, INC.
(RFP 17-024CG – SANITARY SEWER LINE CLEANING SERVICES)**

1. PARTIES AND DATE.

This Agreement is made and entered into this **12th day of December, 2016** (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and **Innerline Engineering, a California Corporation** with its principal place of business at **37693 Oxford Drive, Murrieta, CA 92562** (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance or other general services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Sanitary Sewer Line Cleaning Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **RFP 17-024CG Sanitary Sewer Line Cleaning Services** project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Contractor understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Sanitary Sewer Line Cleaning** maintenance or other general services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 4, 2017 to June 30, 2019** ("Term"), unless earlier terminated as provided herein. Contractor shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.5.8 below (each a "Renewal Term").

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Tom Moody, Assistant General Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **James Aanderud, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If

Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Contractor shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Contractor commences any Services under this Agreement, Contractor shall provide evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and

maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: **\$3,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease; and (4) *Pollution Liability*: **\$3,000,000** per claim.

3.2.10.3 Pollution Liability. Contractor shall procure and maintain, and require its sub-contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$3,000,000** per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services, work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection therewith; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled

underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Contractor.

(D) Pollution Liability. The pollution liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the Work or operations performed by or on behalf of the Contractor, including any and all remediation costs, including, but not limited to, restoration costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials, if applicable; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(E) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the City, provided that if a thirty (30) days' notice of cancellation endorsement is not available Consultant shall notify City of this unavailability in writing and shall forward any notice of cancellation to the City within two (2) business days from date of receipt by Consultant; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Consultant's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the City any notice of cancellation issued to Consultant shall be considered breach of contract.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A:X and authorized to issue the required policies in California.

3.2.10.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before any Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.11 Safety. Contractor shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the Total Compensation indicated in this Agreement, and in a form provided or

approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the Total Compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the Total Compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. The bonds must be provided by a surety which is satisfactory to the City and which meets either of the following criteria: (1) a surety with a current A.M. Best's rating no less than A:VII and licensed as an admitted surety insurer in California; or (2) a surety with a current A.M. Best's rating no less than A:X and authorized to issue the required bonds in California. If a surety does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Three Hundred Thousand Dollars (\$300,000) ("Total Compensation") per fiscal year for Fiscal Years ending June 30, 2017, June 30, 2018, and June 30, 2019** without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Contractor and its subcontractors shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Contractor and its subcontractors shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no contractor or subcontractor may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. It is most efficient for the Contractor to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may obtain a copy of the prevailing wages from the City's Purchasing Division. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Contractor:

Innerline Engineering, Inc.
37693 Oxford Drive
Murrieta, CA 92562
Attn: James Aanderud, President

City:

City of Corona
755 Public Safety Way
Corona, CA 92880
Attn: Tom Moody, Assistant General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.6.1 Subcontractors; Assignment or Transfer. Contractor shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Contractor shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subcontractors, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.5.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Contractor has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Contractor shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.5.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.12 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.


3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

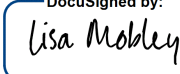
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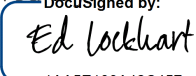
CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH INNERLINE ENGINEERING, INC.
(RFP 17-024CG – SANITARY SEWER LINE CLEANING SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: 
DocuSigned by:
F208EEA540E44BC...
Tom Moody
Assistant General Manager

Attest: 
DocuSigned by:
78C13B8C8E094BB...
Lisa Mobley, City Clerk
City of Corona, California

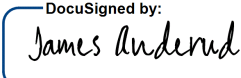
Reviewed By: 
DocuSigned by:
1AA5E100A42C457...
Ed Lockhart
Maintenance Manager


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CONTRACTOR'S SIGNATURE PAGE FOR
CITY OF CORONA
MAINTENANCE/GENERAL SERVICES AGREEMENT
WITH INNERLINE ENGINEERING, INC.
(RFP 17-024CG – SANITARY SEWER LINE CLEANING SERVICES)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

INNERLINE ENGINEERING, INC.
a California Corporation

By: 

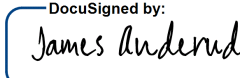
Signature

James Aanderud

Name (Print)

James Aanderud

Title (CEO, President, V.P.)

By: 

Signature

James Aanderud

Name (Print)

Secretary

Title (Secretary, CFO, Treasurer)

EXHIBIT "A"

SCOPE OF SERVICES

The City of Corona is soliciting proposals from qualified firms to furnish all labor, materials, tools and supervision required for the cleaning of approximately 480,000 linear feet annually of sanitary sewer mains. Contractor may be required to perform sewer video services in emergency or special circumstances.

There are 460 miles of sewer line with the City of Corona. The City of Corona requires that the Collection System undergo complete cleaning every five (5) years. Contractor shall clean all sewer lines, pump station and trouble areas in accordance with the provisions of these specifications.

All work shall be performed on City rights-of way or in City easements.

Each contractor shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work proposal upon, and must maintain the license(s) throughout the duration of the Contract: A – General Engineering Contractor

1. NOTIFICATIONS

- A. The Contractor shall notify all of the following at least 48 hours prior to starting maintenance:

City of Corona – Utilities Construction Superintendent (951) 279-3629
or – Maintenance Manager (951) 736-2443

Contractor shall provide to the Infrastructure & Construction Supervisor schedules and locations of sewer lines and or lift stations to be cleared/serviced. Contractor shall maintain a log of the maintenance dates at each lift station location. Failure to comply with these notification requirements will result in non-payment by the city for these services. A minimum 2-man crew is required for all sewer maintenance performed.

- B. Contact Information for the Water Reclamations Chief Operator:

Frank Garza – (951) 279-3665

2. SEWER CLEANING

Contractor may use hydraulic cleaning methods. Hydraulic cleaning may be means of hydraulic controlled balling or high velocity jet hydro-flushing:

- A. The equipment selected for the removal of liquids and/or solids by vacuum method shall be at the direction of the Contractor but with the approval of the DWP General Manager or the Infrastructure & Construction Manager.

- B. The equipment used by the Contractor must be well maintained, neatly painted and meet certain standards. Adequate backup equipment must be available within a close proximity of the job site.
- C. Whenever hydraulically propelled cleaning tools (which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer lines) are used, precautions shall be taken to insure that the water pressure created does not cause any damage of flooding to public or private property. Any damage resulting from this operation shall be repaired at the sole expense of the Contractor.
- D. Whenever a sewer line is being cleaned which is within seven hundred feet (700') upstream of a pump station, the Contractor shall notify the Water Reclamations Chief Operator, no less than 3 working days in advance.
- E. All sludge, dirt, sand, rock, roots, grease, and other solid or semi-solid material resulting from the cleaning operations shall be removed at the downstream manhole of the manhole section being cleaned. Disposal of such debris shall be done at an appropriate site as directed by City personnel. Passing material from manhole section to manhole section or to the treatment plant which could cause stoppage of the lines, accumulation in wet wells or damage to pumping equipment, shall not be permitted. When hydraulic cleaning equipment is used, an approved trap shall be installed in the downstream manhole in such a manner that both solids and water shall be trapped. UNDER NO CIRCUMSTANCES SHALL SEWAGE OR SOLIDS REMOVED BE DUMPED INTO THE STREET OR DITCHES, CATCH BASINS, OR STORM DRAINS. Contractor shall comply with all current health and safety laws and regulations (Federal, State, County, City and Special Districts).
- F. Contractor is required to use the appropriate nozzle or cutter head, (e.g. high velocity, water jet, root cutter, etc), to perform the sewer cleaning as required for the specified sewer line.
- G. Contractor shall ensure that information can interface with our Information Technology – GIS Mapping Software as further outlined in Section 6. A.
- H. All solids or semi-solids resulting from the cleaning operation shall be removed from the line and disposed of at City of Corona Water Reclamation Facility (WRF) II located at 650 E. Harrison St.

3. SCHEDULING

The Contractor shall perform sewer cleaning services during the hours of 7:00am to 6:00 pm, Monday through Thursday. When Contractor is working on major streets where there traffic flow is heavy, Contractor will need to adjust working hours to accommodate working in these high traffic areas, or provide traffic control as required by the M.U.T.C.D.. Night work in residential areas is prohibited.

The City reserves the right to re-arrange the Contractor's schedule as needed to accommodate work by the City in the sewers. The City will provide a minimum of one (1) working day notice of a change to the Contractor's schedule. Any costs resulting from changes to the schedule shall be borne by the Contractor.

4. SERVICE LEVELS

A. Manholes

All manholes are to be cleaned and inspected upon completion of line cleaning. This is to include ring and covers. Each manhole cover shall have a green "S" painted on top to denote that they have been cleaned.

Other Accelerated Maintenance Areas may be added to this list if deemed necessary by the City.

The designated ACCELERATED MAINTENANCE AREAS shall be cleaned as indicated below:

<u>Monthly</u>	<u>Map Page</u>
1. Rincon East of Main st. (Marie Callenders) Manhole 4434 to 4433 445 ft West	Page L-15
2. Main st/River rd (Southbound left turn lane) MH 8282 Double barrel siphon 104ft X 2	Page L-15
3. 230 W.River rd (alongside wash) Manhole 4397 to 4398 107 ft East	Page L-14
4. 230 W.River rd (at Wash) Manhole 4398 to 4441 344ft East	Page L-14
5. River rd at Kalus (intersection) Manhole 3789 to 3798 387 ft North	Page K-14
6. Joy & Parkridge (Intersection) Manhole 4453-4424 Hvy grease center of pipe. Slow clean. Require T.C	Page L-15
7. Third st between Main and Washburn Manhole 4539 50ft South	Page L-17
8. 600 Block Vicentia (East / West Alley) Manhole 4005 to 3970 450ft w 4000-3970 239ft	Page K-17
9. 1111 W. Sixth street (Wells Fargo Bank) Manhole 3337 to 3338	Page J-17

10. Taylor at Crestview (Intersection) –
Manhole 4174-4160 288ft Page K-19
 11. 220 Kendall (in alley)
Manhole 4118 to 4098 461 ft w run up the line slow
Enter alley way from North or south Page K-19
 12. Mount Humpphries East of McKinley
Manholes 7271 through 7287 251 ft South Page P-14
 13. Malloy Sewer Main. Must Notify surrounding
buildings prior to cleaning. Shallow drains.
Manholes 5485-5486, 5765-5767-5766
 14. Corporate Yard Lines Page K-14 / 15
- Quarterly** **Map Page**
1. 1012 Serene drive
Manhole 3782 to 3770 209 ft – Require T.C Page K-13
 2. 462 Blackpine at Pike MH-4453 to 4424 168ft S
Manhole 4453 to 4451 235 ft E
Manhole 4453 to 4454 243ft NW Page L-15
 3. 1217 E Grand Blvd. (in alley)
Manholes 4605 and 4604 Wash down
Solids that have settled out Page L-18

B. Lift Stations

All Lift Stations are to be cleaned a minimum of 4 times per year, with additional cleanings as needed and as determined by City, as follows: Have grease blanket vacuumed off the top, on a rotating basis, ensuring all stations are cleaned once every quarter. Operation normally involves hosing down walls and breaking up solids and semi-solids at the bottom of the wet well with a water jet using a high pressure hose off a vactor truck. Contractor to follow all applicable safety procedures as outlined in Section 10. of this Scope of Work. Contractor will be required to give a minimum of 3 working days notice to the Infrastructure & Construction Supervisor and the Chief Water Reclamation Operator prior to the cleaning of any lift station. Other Lift Stations may be added to this list by the City. Lift Stations and scheduled months are as follows:

C. Dryer – Water Reclamation Facility #1, 2205 Railroad

Using a Vactor truck, vacuum out the baghouse dust collection system as needed and as determined by the City. Contractor shall follow all applicable safety procedures as outlined in Section 10. of this Scope of Work. Contractor shall give a minimum of 3

working days notice to the Chief Water Reclamation Operator prior to the cleaning of the Dryer.

1. January, April, July & October

Map Page

Ahmanson Lift Station
11759 Chadwick

B-16

Green River Lift Station
4780 Golden Ridge

B-15

Prado Lift Station
End of Prado Road

D-16

Stagecoach Lift Station
Stagecoach @ Hemingway

H-11

2. February, May, August & November

Map Page

Griffin Lift Station
2681 Griffin Way

Q-14

McKinley Lift Station
109 McKinley

Q-16

Yuma Lift Station
745 Via Blairo

M-13

Joy Lift Station
Parkridge @ Joy Street

L-15

3. March, June, September & December

Map Page

Airport Lift Station
Aviation Drive

H-13

Main Street Lift Station
720 N. Main Street

L-14

Water Reclamation Facility #2
650 E. Harrison

M-16

Water Reclamation Facility #3
3997 Temescal Canyon Road

Q-27

5. ROUTINE CLEANING

Contractor is expected to clean 480,000 ft annually, 40,000 ft monthly.

6. WATER

The City will provide fire hydrant water as needed for cleaning and other operations as required by these specifications, however all water used must be metered at all times. The Contractor shall provide all necessary trucks, backflow preventers, and hoses necessary to transport water from City hydrants. The contractor shall secure the permission of the City's DWP/Operations Division prior to utilizing any fire hydrant during the course of the days work and shall provide a schedule of location at the beginning of each day's operations. Should it be necessary to add make-up water for mechanical cleaning (i.e., balling), the Contractor shall provide for an air gap. Backflow devices will not be accepted as an alternative, there will be NO EXCEPTIONS.

7. MONTHLY REPORT

The Contractor is required to keep a daily log of cleaning operations. Said log shall state the date, location and linear footage of the sewer lines cleaned. The Contractor may use copies of the City's Sewer System Maps for this purpose.

Each month a Monthly Report shall be prepared from the daily log. Monthly reports shall be required prior to the 10th day of the following month. Reports shall include, all lines cleaned, sorted by pipe size, condition of manholes, all accelerated maintenance areas cleaned and lift stations cleaned. Report shall be submitted to the Infrastructure & Construction Supervisor along with the monthly invoice for cleaning services. All reports shall be formatted on an external hard drive that allows the City to upload data to its server. Any emergency video inspection services shall be digitally recorded also to an external hard drive.

A. DIGITAL FORMAT

Continuous digital recordings of the inspection view as it appears on the monitor shall be stored. It is intended that a digital recording will be made of the complete pipe inspection. The recording shall also be used as a permanent record of defects. Unless directed otherwise by the City, the recording shall be WMV and shall comply with ISO/IEC 11172 WMV specifications. Should file sizes become too large, the Contractor may be required to switch and/or convert to WMV format to complete the scope of work of this Contract at no additional cost to the City. The digital encoding shall include both sound and visual information that can be reproduced with an image equal to the quality of the original picture on the monitor. Compression rate shall be 1.5 Mb/s. The operator will pause the digital recording at any time there is a delay in the inspection. The pause shall in no way affect, freeze or interrupt the replay of the video and shall not close the video file during the inspection. The operator shall store a single video file for each reach inspection. The recorded files shall have a resolution on 352 pixels by 240 and an interlaced frame rate of minimum 24 frames per second. The data shall be time coded using the elapsed time from the video file. The naming of the video file shall be automatic and shall match the indexing file name.

For each recorded file, indexing shall exist as a separate text file. The text file shall include the observation detail and the frame number at which the observation is located.

The frame number shall be 150 to 200 frames prior to the feet distance the observation appears. This data should be able to be used with Windows Operating System, without any additional software programs. Data should be similar to AVI, text or MPEG files.

Separate MPEG files shall be created for each sewer line segment. In cases of reverse setup, such inspection shall be stored in a separate WMV file. WMV files and data inspection files shall be stored on external portable hard drive for delivery to the City.

8. RESIDENT NOTIFICATION

The Contractor shall, at all times, act to minimize the impact of work on residences in the area, including noise and inconvenience of access to property. The Contractor shall be responsible for obtaining any local city permits needed to perform maintenance work on public streets prior to performing inspections. The Contractor shall notify Corona Police Department Dispatch when performing work between 10:00 pm and 6:00 am. No notification of residents shall be required provided the Contractor is successful in minimizing these impacts, as evidenced by the absence of complaints regarding the work. After one complaint is received regarding the Contractor's operations, resident notification by the Contractor of any work being performed outside of normal working hours (7:00 am to 6:00 pm, Monday through Thursday) shall become mandatory. In addition, the City may determine that resident notification is necessary in some cases even if no complaints are received. In these cases, the City shall provide the Contractor with a letter indicating the nature of the Contractor's work, stating that the City has retained its services. The Contractor shall photocopy and distribute copies of the letter, at its own expense, to all residents that shall be impacted by the Contractor's operations at least 24 hours in advance of performing work. The letter shall include the date and approximate times that work shall be performed. Hand delivered letters shall not be placed in mailboxes.

Should the City receive complaints about the Contractor's field operations, the Contractor shall alter the procedures to mitigate those complaints. Costs to mitigate complaints shall be borne by the Contractor. The City may terminate the Contract if any additional complaint occurs.

If work is to be performed at night, noise is of special concern. The Contractor shall not use equipment that has sound levels above 83 dBA measured 10 feet away.

Meeting the maximum allowable noise level shall not excuse the Contract from further mitigation efforts if complaints occur at that noise level.

9. EMERGENCY NOTIFICATION

The Contractor shall immediately notify the City whenever any of the following conditions are discovered: damaged manhole cover, partial or total pipe blockage, partial or total pipe collapse, or missing piece of pipe (regardless of size). The Contractor shall contact the Maintenance Division following contacts:

Gene Silvas, Utilities Construction Superintendent:	(951) 279-3629
Ed Lockhart, Maintenance Manager:	(951) 736-2443
After Hours Stand by – 1 st Responder:	(951) 830-2391

In the event of an emergency after normal business hours, the Contractor shall follow the emergency procedures on the recorded message. The DVD and field log for the section with the damage shall be provided for City review within 24 hours or at the request of the City. Should the Contractor fail to notify the City of the conditions noted above within the specified timeframe, the Contractor shall be liable to the City for liquidated damages in the sum of

\$250 per calendar day for the period from the expiration of said 24-hours until the date of delivery for failed notification or failed delivery of the DVD. Additionally, the City may terminate the Contract for lack of notification.

In the event of a sewer blockage resulting from Contractor error, the Contractor shall immediately notify Department of Water and Power Operations Division. Contractor error may include the failure to use equipment in an appropriate manner or the failure to take precautions normally used when televising sewers. If this blockage requires the City to respond to the emergency created, the Contractor may be charged for the City's costs to assist with and/or correct the emergency, and report any overflow to the appropriate authorities. In addition, any fines associated with the overflow shall be borne by the Contractor.

10. EMERGENCY CALL OUT

During the course of a normal business day, during normal business hours, as well as afterhours Contractor will be required to respond to emergency situations as determined by the City.

Contractor must provide City after hours contact phone numbers that will be answered in person by Contractor Staff. Contractor must guarantee a 45 minute response time (on site) during normal business hours as well as afterhours for emergency call outs by City. Contractor is required to respond to all Emergency call outs with sewer cleaning truck and must provide video inspection of section of sewer line cleaned for this emergency. This will verify that the obstruction caused by the sewer blockage has been properly cleared or to determine if there is maintenance issue requiring repairs.

11. SAFETY

A. Site Health and Safety Requirements

This section sets forth the City's policy regarding health and safety and specifies the Contractor's responsibility for maintaining safe work practices at the work site. It also serves to disclose to the Contractor any site conditions that might raise health and safety concerns that are unusual or unique to the City's operation. Contractor shall follow all Cal-OSHA rules and regulations.

Contractor is required is follow all confined space entry requirements.

It is the responsibility of the Contractor to protect its employees, subContractors, and suppliers, and to provide a safe work environment.

B. Health and Safety Information

The Contractor shall, by means of a qualified person who is knowledgeable in the requirements of the applicable regulations, certify that the requested environmental health and safety programs are compliant with regulatory requirements. The Contractor shall deliver to the office of the Assistant General Manager a copy of all applicable environmental health and safety program within

fifteen (15) days from the issuance of a Purchase Order. The Contractor shall use the completed checklist in Attachment A of the Request for Quotation as a cover sheet for the submitted health and safety information.

C. Safety Equipment

The Contractor shall be required to provide employees with the necessary safety equipment and Personal Protection Equipment and to operate and maintain its own safety equipment. Safety equipment includes, but is not limited to the following:

- Tripods for confined space entries
- Harnesses
- Respiratory protective equipment
- Personal protective equipment (safety glasses, gloves, hard hats, wet weather equipment, etc)
- Gas detection equipment at atmospheric assessment
- Other equipment necessary to safely complete the project

D. Pre-Construction Safety Meeting

Prior to the issuance of the Notice to Proceed, the Contractor's designated Health and Safety Representative shall meet with the City's designated Representative in a Pre-Construction Safety Meeting for the purpose of reviewing safety procedures and other pertinent safety information that shall aid in ensuring safe project completion.

During the Pre-Construction Safety Meeting the City and the Contractor shall review and complete the following:

- "Contractor Safety – Potential Hazard Notification Form" Attachment B in the IFB package
- "Pre-Construction Safety Meeting Checklist" Attachment C in the IFB package

E. Hazard Disclosures Relevant to Contractor Work Site

There are many intrinsically hazardous areas associated with sanitary sewers. The following types of hazardous conditions exist in the vicinity of the work site and it is expected that the Contractor may be exposed to them:

Confined Space. Confined spaces pose potential toxic hydrogen sulfide gas, explosive sewer gas, and/or oxygen deficiency hazards. Entry into all of the above spaces is allowed only through compliance with a permit space program meeting the requirements of Title 8 of the California Code of Regulations, Section 5157. Entry into any City facility that is marked as or suspected to be a confined space shall be by permit only. The Contractor shall complete the necessary permit for entry into these spaces.

Sample Atmosphere Contractor required to take a sample of atmosphere under lid of the manhole prior to opening up manhole.

Drowning. Active sewers pose drowning hazards. Sewers that appear to have very low flow may become flooded very quickly, especially when a pump station is located upstream. Some manholes do not have structurally sound ladders to facilitate ingress and egress. Precautions shall be taken to prevent personnel from falling into sewers and personnel working in the sewer on a confined space permit shall be quickly retrievable.

Hydrogen Sulfide. Hydrogen sulfide is an acute respiratory hazard with a Permissible Exposure Limit (PEL) of 10 ppm and an Immediately Dangerous to Life and Health (IDLH) level of 300 ppm.

Hydrogen sulfide gas is found in air spaces above raw wastewater. Hydrogen sulfide is most often a hazard in poorly ventilated confined spaces as it is produced in anaerobic areas. Positive ventilation is required to protect work areas even in large open trench excavation areas. Sewer atmospheres should be ventilated from existing manholes upstream and downstream from the work area (when available). Hydrogen sulfide gas concentrations in the work areas shall be maintained below the 10 ppm eight (8) hour exposure limit, and shall be monitored continuously. Work in atmospheres containing greater than 10 ppm hydrogen sulfide shall not be permitted without the use of supplied air respirators.

Biological Hazards. Pathogenic bacteria and viruses are present in wastewater. Proper hygiene shall be practiced to prevent ingestion or inhalation of aerosols from the wastewater. Proper hygiene practices include, but are not limited to: washing hands with soap and water prior to eating or smoking; wearing appropriate personal protective equipment to minimize exposure to wastewater and aerosols; and avoidance of rubbing eyes, ears, nose or mouth with hands while in the field.

Should the Contractor, while performing work on or in the vicinity of existing facilities, encounter and have reason to believe that any substance may be a hazard to human health and safety and/or the environment, the Contractor shall stop the work, cordon off the affected area to deny entry and immediately notify the City. The City shall provide direction to Contractor as to how to proceed.

F. Public Safety

The Contractor shall never leave an open manhole unattended or leave any item unattended in any manhole or sewer line. All equipment shall be removed from the line at the end of each work session. The Contractor shall perform all work in the safest possible manner. The City may make unannounced inspections to ensure compliance with safety requirements. If the City determines the Contractor to be working in an unsafe manner the Contractor shall be terminated.

G. Traffic Control

All costs for labor, equipment, and materials required to establish traffic control for both routine and emergency work shall be included in the Contract price.

Traffic control shall be established by the Contractor and shall conform to requirements of the latest "Manual of Traffic Controls for Construction and Maintenance Work Zones: issued by the State of California Department of Transportation, or the latest Manual on Uniform Traffic Control Devices ("MUTCD"). Contractor shall follow all Cal-OSHA rules and regulations.

H. Health and Safety Deliverables

The Contractor shall submit the health and safety program to the City within fifteen (15) working days from the issuance of a Purchase Order. The Contractor shall not commence work until the City receives the program. However, the City may issue a Notice to Proceed to begin the Contract time prior to receipt of the Health and Safety Plan. The Contractor shall be responsible for all delays resulting from failure to submit the plan. The submittal shall include:

- Written Health and Safety program as outlined in Attachment A in the Request for Quotation
- MSDS's for all hazardous materials to be used by the Contractor.

EXHIBIT "B"
SCHEDULE OF SERVICES

Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Sanitary Sewer Line Cleaning Services necessary for the RFP No. 17-024CG project RFP Sanitary Sewer Line Cleaning Services for the term of this Agreement.

EXHIBIT "C" COMPENSATION

Contractor will provide the services as listed in the Scope of Services at the prices listed below:

Item	Description	Units	Estimated Quantity	Unit Price
1	4" - 12" Pipe*	LF	480,000	\$ 0.39
<i>Additional Sizes of Sewer Lines</i>				
2	14" Pipe Approx	LF	2,000	\$ 0.39
3	15" Pipe Approx	LF	49,000	\$ 0.39
4	16" Pipe Approx	LF	390	\$ 0.39
5	18" Pipe Approx	LF	45,000	\$ 0.39
6	21" Pipe Approx	LF	16,000	\$ 0.39
7	24" Pipe Approx	LF	16,000	\$ 0.39
8	27" Pipe Approx	LF	2,800	\$ 0.39
9	42" Pipe Approx	LF	13,700	\$ 0.39
			Total	\$ 3.51
*Item 1 Also includes all ACCELERATED MAINTENANCE AREAS as specified in 4A of the Scope of Work.				

Item	Lift Station	Wet Well Size	Avg Sewage Depth	Total Depth	Price per Cleaning per Lift Station	Per Year (x4)
10	Ahmanson	5' x 11.5'	14.25'	16'	\$ 795.00	\$ 3,180.00
11	Airport	5' Dia.	11'	13.7'	\$ 795.00	\$ 3,180.00
12	Golden Ridge	8' Dia.	15.5'	20.59'	\$ 795.00	\$ 3,180.00
13	Griffin	5' Dia.	18'	25'	\$ 795.00	\$ 3,180.00
14	Joy St.	7' x 14'	11.5'	16'	\$ 795.00	\$ 3,180.00
15	Main St.	5' Dia.	12.8'	16.8'	\$ 795.00	\$ 3,180.00
16	McKinley	6' Dia.	16'	20.9'	\$ 795.00	\$ 3,180.00
17	Plant #2	13' x 11'	28'	35.5'	\$ 2,280.00	\$ 9,120.00
18	Plant #3 (Primary)	11' x 8'	14'	19'	\$ 1,200.00	\$ 4,800.00
	Plant #3 (Secondary)	11' x 8'	14'	19'	\$ 795.00	\$ 3,180.00
19	Prado	7' Dia.	19'	22'	\$ 795.00	\$ 3,180.00
20	Stagecoach	4' Dia.	12.8'	17.04'	\$ 795.00	\$ 3,180.00
21	Yuma	5' Dia.	21.24'	25.41'	\$ 795.00	\$ 3,180.00
22	Bedford Canyon	5' Dia.	18'	18'	\$ 795.00	\$ 3,180.00
Annual Total						\$ 52,080.00

Item 23 – Dryer – Total for each instance of Dryer Cleaning \$2,280.00

Additional Service Rates:

(1) Emergency video inspection of sewer lines

Item	Description	Units	Unit Price
1	4" - 12" Pipe*	LF	\$ 0.85
2	14" Pipe Approx	LF	\$ 0.85
3	15" Pipe Approx	LF	\$ 0.85
4	16" Pipe Approx	LF	\$ 0.85
5	18" Pipe Approx	LF	\$ 0.85
6	21" Pipe Approx	LF	\$ 0.85
7	24" Pipe Approx	LF	\$ 0.85
8	27" Pipe Approx	LF	\$ 0.85
9	42" Pipe Approx	LF	\$ 0.85

(2) Emergency Call-Out Rates – Includes Sewer Cleaning and Videoing with a guaranteed one hour response time.

Call-Out Minimum (e.g. 2 hours) 4 hrs

	Minimum Hrs	Price Per Hour
Night Time (6:00 pm to 7:00 am)		
(Includes Fridays, weekends and holidays)	<u> 4 </u> hrs	\$562

PAYMENTS BOND IS REQUIRED FOR 100% OF THE PROJECT COST