



**Invitation to Bid (ITB) for
As-Needed EPM CCTV of Sewer Mains and Manholes**

Solicitation Number:	10089689-21-W
Solicitation Issue Date:	August 11, 2020
Questions and Comments Due:	August 18, 2020 @ 12:00 p.m.
Bid Due Date and Time ("Closing Date"):	September 3, 2020 @ 3:00 p.m.
Contract Term:	Five (5) years beginning on the Effective Date as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions
City Contact:	Michael Warner, Senior Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, CA 92101 MWarners@san-diego.gov (619) 236-6154
Submissions:	Respondent is required to provide two (2) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein. Completed and signed ITB signature page is required, with most recent addendum listed as acknowledgement of all addenda issued. Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089689-21-W, As-Needed
EMP CCTV of Sewer Mains and Manholes**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089689-21-W, As-Needed EMP CCTV of Sewer Mains and Manholes (Contractor).

RECITALS

On or about 8/11/2020, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to furnish the City of San Diego As-Needed EPM CCTV of Sewer Mains and Manholes as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Service.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract or identified in the Notice to Proceed, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the goods and services to be provided. Contractor will provide any goods and services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe goods and services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Downstream Services, Inc.

BY:

Bidder



2855 Progress Place

Street Address

Print Name: CHRISTIANA GAUGER
Director Purchasing & Contracting Department

Escondido, CA 92029

City

10/6/2020
Date Signed

760-746-2544

Telephone No.

wilmar@downstreamservices.com

E-Mail

BY:



Signature of Bidder's Authorized Representative

Wilma Roberts

Print Name

President

Title

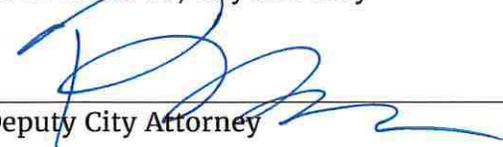
9/21/2020

Date

Approved as to form this 16 day of

October, 2020
MARA W. ELLIOTT, City Attorney

BY:


Deputy City Attorney

**EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS**

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.2.1 Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. No pre-bid conference will be held for ITB.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form. The City uses the criteria set forth in the Contractor Standards Ordinance to determine whether a Contractor has the capacity to fully perform the contract requirements and business integrity to justify the award of public funds. The City may reject a bid and deem the bidder non-responsible for unsatisfactory business integrity and/or performance history.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Reserved.

2.9 Reserved

2.10 Reserved

2.11 Reserved

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 Modification or Withdrawal of Bid before Bid Opening. Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Bid Modification or Withdrawal of Bid After Bid Opening. Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. Public Records. By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders

with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Reserved.

5. Reserved.

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. BID SPECIFICATIONS

The City of San Diego, Public Utilities Department (City) seeks to award a contract to provide CCTV inspection of yearly selected sewer pipelines. This contract consists of televising approximately 80 miles of sewer mains a year for 5 years. The pipeline segments will be provided via Access application, GIS map and database in ArcMap format (Geodatabase, exhibits, and appendices).

B. GENERAL SCOPE OF SERVICES

1. The scope of work to be performed by the Contractor as specified in this bid shall include but not be limited to conducting CCTV inspections of sewer pipes providing: management support, project management, and task area reports of inspection results of pipeline televised, including weekly reporting status of inspections, access issues, blockages/set-ups (mobilization to second manhole) major defects resulting in Red Flags (pipes in imminent danger of sewer spill) and safety issues, public notification of work to be performed, traffic control and traffic control plans (TCP), and CCTV video of sewer pipes.
2. The Contractor shall provide all required equipment, parts, materials, supplies, labor, devices, and transportation to complete the work as specified in this contract. Contractor shall mobilize at each site to be televised, obtain all permits and plans required for safety and for traffic control per this contract, furnish all traffic control according to approved plans, provide all necessary staff and equipment for traffic control per this contract, provide and place standard door hangers and other notices when necessary, coordinate with community members for easement access, and identify the presence of problem conditions that may require high priority repairs or replacement, and coordinate related work with City staff. Contractor shall provide all required specialized televising equipment, including self-propelled cameras, flotation mounted cameras, hand carried equipment including low decibel hand carried generators, and other specialized cameras (i.e. for traversing sewers with substantial grit and debris), as required.
3. Contractor shall provide data of inspection results of pipeline televising and condition assessment of the system. The deliverables shall include a Microsoft Access Database containing all data found in the inspections. The inspections shall use NASSCO PACP coding and scoring for facility condition and defect codes. See Appendix A for specifications on PACP headers to be used.
4. Contractor shall provide CCTV televising of pipelines, associated manholes and junction structures on a video color format recording, including a narrative soundtrack. Video shall identify all features and defects present in the pipeline and manhole. The inspections must be carried out to NASCO PACP standards.

5. Contractor shall provide a NASSCO certified and experienced CCTV technician who shall accurately identify and record defects using the NASSCO PACP codes. The technician must be able to apply prior experience to identify emergency and/or urgent situations and notify City staff applicably in a format specified in Exhibit B, Scope of Work, Section N, RED FLAG NOTIFICATIONS and Appendix C. All final recommendations for remedial action will be performed by the City's staff based on the data and videos provided by the Contractor.
6. The City will provide the contractor a Geodatabase for every year. The Geodatabase will contain attribute data including a unique identifier which will be used as the identification number for the sewer mains. The data will also include but not be limited to the City Field Book page on which the structures reside, the City SAP ID number and Map ID's for the manholes. The Contractor shall use these as a reference and shall purchase San Diego Geographic Information System (SanGIS) data, including but not limited to orthophotography to produce all necessary maps required for the work.
7. The pipe diameter ranges will be from six (6) to seventy-two (72) inches. The sewer pipelines to be televised are located in remote and non-remote locations within City right-of-way, easements, open space areas such as sensitive lands and canyons. Some pipelines are located in areas with no vehicle access which will require necessary equipment to be hand carried to the site.

C. YEARLY SCHEDULE AND DURATION OF CONTRACT

1. This is a five (5) year contract. Each year of the contract shall have one (1) major list of approximately 80 miles along with possible additional requests that may be added during the year. Each year shall have a schedule agreed upon by the Contractor and the City.
2. The schedule for each year shall be included in the Notice to Proceed (NTP) for that year. The schedules for all years shall be such that all work requirements under this contract shall be accomplished within two hundred forty (240) working days from the NTP for that year.
3. Where practical, the work may be performed consecutively (with multiple crews) in order to increase efficiencies. In order to minimize the impact of the contract work on the communities, all inspection tasks to be performed on private property easements shall be scheduled to be performed consecutively to the greatest extent possible.
4. It is required that the televising and complete submission of at least (20) twenty miles be completed within 60 working days of the final agreement of the classification of mains for the Contract Year.

D. WORK SCHEDULE

1. Contractor shall schedule all work Monday through Friday, typically between the hours of 7:00 a.m. and 4:30 p.m. and may require work hours outside of this time frame as dictated by the sewer flows necessary to perform the CCTV inspection.
2. No work shall be done on Saturday, Sunday, and City holidays (see Appendix J for listing of City holidays) nor during the Annual Beach Area Construction Moratorium which extends from Memorial Day to Labor Day without prior approval of the City of San Diego's Project Manager.

E. MANAGEMENT SUPPORT

Contractor shall provide management and technical support to the City for the duration of the contract, including but not limited to the following requirements.

1. Progress Meetings
 - a. Contractor shall prepare the meeting agenda and attend a minimum of one (1) project status meeting a month (or as agreed to by the City Project Manager) with City personnel at City offices. Each meeting will be limited to two (2) hours in length. Up to twenty-four (24) project meetings will be held during each contract period.
 - b. Progress meetings may include but not be limited to the following topics:
 - 1) Review of previous meeting minutes;
 - 2) Progress of work;
 - 3) Summary of monthly footage televised in MS Excel format (See Appendix H);
 - 4) Budget;
 - 5) Schedule for work including a one (1) month look ahead;
 - 6) Deliverable status;
 - 7) Submitted deliverables;
 - 8) Scheduled deliverables;
 - 9) Project issues including recommended solutions, to include but not be limited to the following:
 - a) Right-of-way;

- b) Manhole access coordination;
 - c) Public information;
 - d) Resolution of previous problems, locations of televising difficulties and proposed corrective actions;
 - e) Red Flag Notifications (See Appendix C);
 - f) Blockages/ Set-ups;
 - g) Cleaning recommendations/resolutions;
 - h) Coordination.
- c. Progress meetings will typically include the following Contractor attendees:
- 1) Project Manager; and
 - 2) One (1) key staff member;
- d. Contractor shall provide technical representation at the meeting to respond to questions on key issues, as required.
- e. Status Report – Contractor shall prepare and submit a status report weekly or as determined by the Project Manager (See Appendix I).
- f. Deliverables
- 1) Meeting Agenda to be provided two (2) business days in advance of the meeting: (one (1) electronic copy);
 - 2) Status Report and Meeting Minutes two (2) business days after each meeting: (one (1) electronic copy);
 - 3) Weekly Contractor Televised Pipeline Footage CY 2020 spreadsheet (See Appendix H).

2. Project Schedule

- a. Contractor shall prepare, update and maintain a project specific schedule organized by year and broken into smaller Task Areas. These Task Area reports will be submitted with volume label numbers starting at 20001 and increasing to 20002 and so forth for each task area. The Task Area number is to increase to 21000 series in the Contract Year starting in 2021 with this trend continuing for the duration of the contract. The project specific schedule shall

include work items for each deliverable with a schedule of deliverables (See Appendix I). Contractor shall coordinate the development of the project specific schedule with the City to ensure that the schedule is compatible with on-going replacement and rehabilitation program development. The initial year schedule (Base Schedule) shall be submitted within thirty (30) days from the agreement of the final selection for the Contract Year.

- b. Within thirty (30) days from the NTP date and before the first full submittal the Contractor shall provide a sample of a complete submittal with videos, Microsoft Access database, and reports of CCTV inspection of pipes for City review and comments to ensure required accuracy and completeness.
- c. Deliverables
 - 1) Base Schedule (one (1) electronic copy);
 - 2) Schedule Updates (one (1) electronic copy); and
 - 3) Sample submittal including: pipe video, database and report.

F. PROJECT MANAGEMENT

Contractor shall provide all oversight and management in accordance with the approved Project Management Report.

1. Project Management Report

- a. Contractor shall prepare a Project Management Report to be submitted within thirty (30) days from NTP. The Project Management Report shall detail the project management process, order of operations, procedures, quality control, production rates, and resources required to complete the project within the project schedule. Contractor shall include, with the Project Management Report, any supporting documentation necessary to identify the procedures needed to execute and complete the project as specified per this contract. The Project Management Report shall also include a proposed invoice format and the proposed format for all submittals. See Appendix B for an example of a table of contents for a Project Management Report.
- b. Deliverables
 - 1) Project Management Report, (one (1) electronic copy).

2. Locations of Sewer Mains and Manholes

- a. The City shall provide the Contractor with all sewer mains to be inspected and their access manholes via electronic GIS files in Arc Map Geodatabase in .mdb file format. The Geodatabase files will contain attribute data including but not limited to:

Goods and Services ITB
Revised: November 8, 2016
OCA Document No. 1277089

- 1) A unique identifier for each manhole and sewer main;
 - 2) The City map page (Field Book Page) on which the structures reside;
and
 - 3) Manhole Map ID's.
- b. The Contractor shall use these as a reference. Pipelines in paved right-of-way and easement areas can be determined on the maps. The City shall provide pipeline material, diameter, and invert elevations. The Contractor shall use the data provided to perform data entry into the Microsoft Access Database and the contractor shall revise data fields when field conditions do not match data provided.
3. Contractor Emergency Contact
- a. Contractor shall provide an emergency contact whenever the Contractor is performing fieldwork. The Contractor's emergency contact shall be able to travel to the site within one (1) hour of notification of a problem by the City.
 - b. Deliverables
 - 1) Emergency contact information, including but not limited to contact name, job title, mobile phone number (See Appendixes B and I).

G. MEASUREMENT AND PAYMENT

All CCTV pipeline inspection work shall be categorized by the Contractor into payment classification, available for review and approval by the City.

1. Payment Classes

All work is classified into the following classes which are listed in Exhibit B, Scope of Work, Section V, PRICING SCHEDULE. Contractor shall calculate pricing using the following payment classes in conjunction with the pricing as specified in this section. All items are based on execution and delivery. No item is guaranteed.

- a. Pricing page, Section A, Item 1 - "Class 1 CCTV Inspection" shall include all costs, including mobilization, meetings, reports, purchase of SanGIS orthophotography, schedules, planning, coordination, notifications, training, QAQC, safety submittals, traffic control set ups for all locations except Caltrans and MTS ROW, one manhole set for each pipe, and taxes required for CCTV inspections for all pipelines which are located within City right-of-way in locations where the manholes are truck accessible and the Average Daily Traffic (ADT) volume of the roads will be 5,000 or less. The City will provide to the Contractor a file for the streets with ADT's that have been measured (if measurement is not provided the ADT is considered less than 5,000 trips). In

most locations typical traffic control setups may be allowed, other locations may require site specific plans to address special traffic concerns. It is possible to televise during normal working hours (7:00 a.m. to 4:30 p.m.); and the diameter of the facilities will be 6-inch and up to 15-inch. This will be paid per linear foot of CCTV data and video delivered.

- b. Pricing page, Section A, Item 2 - "Class 1T CCTV Inspection" shall include all costs, including mobilization, meetings, reports, purchase of SanGIS orthophotography, schedules, planning, coordination, notifications, training, QAQC, safety submittals, traffic control set ups for all locations except Caltrans and MTS ROW, one manhole set up for each pipe, and taxes required for CCTV inspection for all facilities meeting the criteria for Class 1, but with a diameter of 16-inch and up to 36- inch. Traffic control requirements shall apply to this work as it does in the Class 1 above. All Class 1T facilities located in the right-of-way will have an Average Daily Traffic count less than 5,000 trips per day regardless if the TCP is a typical set up detail or site-specific traffic plan and devices are required by the TCP/Permit. This will be paid per linear foot of CCTV data and video delivered.
- c. Pricing page, Section A, Item 3 - "Class 2 CCTV Inspection" shall include all costs, including mobilization, meetings, reports, purchase of SanGIS orthophotography, schedules, planning, coordination, notifications, training, QAQC, safety submittals, traffic control set ups for all locations except Caltrans and MTS ROW, one manhole set up for each pipe, and taxes required for CCTV inspection for all facilities within areas requiring a traffic control permit, night work, or has difficult access. Difficult access includes easement work in canyon where the truck-mounted CCTV equipment can be used. All Class 2 facilities located in the right-of-way will have an Average Daily Traffic count greater than 5,000 trips per day and a TCP and devices are required by the traffic control permit. The diameter of pipes will be 6-inch and up to 15-inch. This will be paid per linear foot of CCTV data and video delivered.
- d. Pricing page, Section A, Item 4 - "Class 2T CCTV Inspection" shall include all costs, including mobilization, meetings, reports, purchase of SanGIS orthophotography, schedules, planning, coordination, notifications, training, QAQC, safety submittals, traffic control set ups for all locations except Caltrans and MTS ROW, one manhole set up for each pipe, and taxes required for CCTV inspection for all facilities meeting the criteria for Class 2, but with a diameter of 16-inch and up to 36- inch. All Class 2T facilities located in the right-of-way will have an Average Daily Traffic count greater than 5,000 trips per day and a TCP and devices are required by the traffic control permit. This will be paid per linear foot of CCTV data and video delivered.
- e. Pricing page, Section A, Item 5 - "Class 3 CCTV Inspection" shall include all costs, including mobilization, meetings, reports, purchase of SanGIS orthophotography, schedules, planning, coordination, notifications, training, QAQC, safety submittals, traffic control set ups for all locations except Caltrans and MTS ROW, one manhole set up for each pipe, and taxes required for CCTV

inspection for all facilities where there is no access for the truck-mounted camera, and the inspection must be completed using special hand carried equipment. This includes, but is not limited to, work within canyon areas which have no vehicular access and any work within an easement that is beyond the reach of the truck mounted equipment. The diameter of the pipes will be 6- inch and up to 15-inch. This will be paid per linear foot of CCTV data and video delivered.

- f. Pricing page, Section A, Item 6 - "Class 3T CCTV Inspection" shall include all costs, including mobilization, meetings, reports, purchase of SanGIS orthophotography, schedules, planning, coordination, notifications, training, QAQC, safety submittals, traffic control set ups for all locations except Caltrans and MTS ROW, one manhole set up for each pipe, and taxes required for CCTV inspection for all facilities meeting the criteria for Class 3, but with a diameter of 16-inch and up to 36-inch. This will be paid per linear foot of CCTV data and video delivered.
- g. Pricing page, Section A, Item 7 - "CCTV Reverse Set-up Charge for All Sizes" shall include all costs for one additional Set-up to a second manhole in order to complete the video inspection of a pipe segment. The need for a Set-up is the result of failure to complete the pipe segment inspection from the manhole which the televising was first attempted. This will include all pipe size diameters and is lump sum per site. This will only be charged if both MHs of a pipe segment are accessed.
- h. Pricing page, Section A, Item 8 - "Confined Space Entry" shall include all costs, including all mobilization, equipment, meetings, reports, schedules, planning, coordination, notifications, safety, permits, traffic control set ups for all locations except Caltrans and MTS ROW, equipment, and training for required confined space entry in compliance with CAL-OSHA safety requirement. Confined space entry shall not be undertaken by the contractor without direction and written authorization form the City. This will be paid lump sum per entry executed.
- i. Pricing page, Section A, Item 9 - "Class 1, 2 and 3 CCTV Inspection for Pipe Greater than 36-inch" shall include all costs, including mobilization, meetings, reports, purchase of SanGIS orthophotography, schedules, planning, coordination, notifications, training, QAQC, safety submittals, traffic control set ups for all locations except Caltrans and MTS ROW, and taxes for CCTV. This will be paid per linear foot of CCTV data and video delivered.
- j. Pricing page, Section A, Item 10 - "Caltrans and MTS set-up charge All Sizes" shall include all costs including mobilization, meetings, reports, purchase of SanGIS orthophotography, schedules, planning, coordination, notifications, training, QAQC, safety submittals, traffic control plans signed by a registered professional engineer, permit acquisition and processing, taxes, equipment, required pre-signage, and traffic control set ups for all locations that require a Caltrans or MTS permit. The only cost specifically not covered are those

deemed to be reimbursable per Pricing Page, Section B, Item 2. Item 10 will be charged as an additional lump sum charge per manhole accessed that requires a permit from Caltrans or MTS. This will include all pipe size diameters and will be lump sum per manhole accessed. This will be charged in addition to all other applicable charges including reverse set-up charges and charges per foot based on pipe classification. The contractor can only charge this item after the contractor has proven that the pipe cannot be assessed by accessing a manhole outside of the agencies jurisdiction and stretching through at least 1 additional pipe.

- k. Pricing page, Section B, Item 1 – “Field Order Allowance” – Field Orders encompass work that is requested and is not covered in the other class items. (Such as televising a main outside of the diameter range of this contract). Field Orders may also encompass additional work that may be required for completion of the required scope of work but are unknown at the time of bid and is neither explicitly or implicitly covered as the Contractor’s burden in the contract. In all cases of Field Order charge, the Contractor will submit a cost estimate and the City reserves the right to negotiate all proposed prices until a written agreement is reached. If no written agreement is reached, then the City reserves the right to cancel scope. Field Orders shall not be undertaken by the Contractor without direction and written authorization from the City and cumulative costs accrued by field order shall not exceed a total of \$25,000 for the entirety of the contract.
- l. Pricing page, Section B, Item 2 – “Reimbursable fees from other agencies” shall include any processing fee, inspection fee, or similar fee that is charged to the contractor by an agency other than the City of San Diego in order to acquire permits and/or to perform the inspections in the other agency’s jurisdiction. These fees are to be submitted as a reimbursable after final transaction with the other agency. In the case of deposits to other agencies, it is the contractor’s responsibility to make the deposit and claim any difference from that agency following completion of work. The city will only reimburse the fees leveraged on the deposit. In no case shall the contractor or any other agency owe the City of San Diego for a deposit return or overpaid reimbursement.

2. Deliverables

- a. Payment Classification (one (1) electronic copy).

H. RECONNAISSANCE

1. Contractor shall use the information provided by the City and propose the Payment Class with the project management report (see Exhibit B, Scope of Work, Section F, Project Management) for all pipeline in each year and Task Area. The work will entail desktop review of the pipeline segments with ArcMap or GIS software from the SANGIS data layers to verify pipe classification and traffic control requirements; field verification may be necessary. Reconnaissance does not include obtaining survey

data (NAD 83 Northing, Easting or Elevation). Reconnaissance would include documentation of exact location of manholes, traffic control needs, and access difficulties to prove the proposed payment class for a main.

2. For every yearly contract selection, the Contractor shall provide their reconnaissance and their classifications for each pipeline in excel format for the City to review. Unless written authorization stating otherwise from the City is given, field work is not to begin until all pipes from the yearly selection are classified and approved. Once payment classes are agreed upon the footage for each main will be paid in accordance to its classification despite any variance in encountered field conditions. No degree of variance whether it be errant City data or otherwise entitles the contractor to additional compensation. The field order payment class is not for errantly classified pipes, it is for unforeseen conditions that require work that is not standard to the payment classes and not burdened on the Contractor in this contract.
3. Deliverables
 - a. Excel spreadsheet of all pipes with their proposed classifications and documentation of any supporting reconnaissance done (See Appendix I).

I. PUBLIC NOTIFICATIONS AND PUBLIC RELATIONS

The Contractor will prepare and issue the initial request for access to private property to occupants, describing the intended work, the window of completion, and a description of who will likely be contacting them to arrange access. Additionally, a PUD telephone number will be included in the initial notification in the event the occupants have questions.

1. Contractor Coordinated Notification: Contractor shall not enter private property without prior permission from the owner/occupant. Contractor shall coordinate all remaining contact with private property occupants as follows:
 - a. Private Property – Before entering private property, Contractor shall request permission to enter property with a minimum of seventy-two (72) hours advance notification to those impacted by the contract work.
 - b. Closure of driveways or pedestrian access – Before closing access to a driveway or pedestrian access, Contractor shall provide a minimum of three (3) working days notification to the property owner/occupant, and shall explain in their notification to the owner/occupants when the closure is to start and how long the work will take.
 - c. Contractor Notification Methods – Contractor may provide notification using door hangers. All methods of notification must be submitted and receive approval by the City prior to use. See Appendix E for examples of a door hanger.

- d. A door hanger information flier shall be left by the Contractor at locations where contact with the owner/occupant was not accomplished. After a door hanger information flier has been left with no response, the Contractor shall coordinate further notification attempts with the City's Project Manager.
- e. Prior to entering private property with any equipment, the Contractor shall either photograph or video tape (document) all areas where work is anticipated in order to document the pre-televising conditions. The Contractor shall also document the same areas upon completion of work. Video coverage (documentation) shall include, but is not limited to, the front, side and backyards, driveways or access roads, landscaping, trees, fences, visible utilities and all buildings located within the property. The documentation shall include the date and time of recording, the Contract Year and Task Area, the name of the street and house/property address and the Contractor's name. Audio description shall be made simultaneously with and support of the video coverage. All video shall be taken during the daytime and with good visibility. The Contractor shall be responsible for repairing any property damage caused by or related to performance of work which is not documented as pre-existing. Should the Contractor determine that unavoidable damage will occur to a specific property in order to complete the work, the Contractor shall notify the City Project Manager. The Contractor shall not begin work at the specific location without written authorization from the City. The cost of the pre and post televising video will be included in the CCTV Inspection Bid items.

2. Deliverables

- a. Sample door hanger notifications for City approval to be included in Project Management Report, one (1) copy of each (See Appendix E).

J. TRAFFIC CONTROL SERVICES

1. Plans and Permits

- a. Contractor shall prepare site-specific TCP for all work within the streets and shall obtain traffic control permits from the City's Public Works Department, Field Division, Traffic Control Section. Contact Valentin Vega at (858) 495-4741 or VegaV@sandiego.gov for further information. See Appendix K for sample Traffic forms. The most current forms can be obtained from the Traffic Control Section.
- b. Contractor shall allow a minimum of two (2) working days from the approval of the traffic control permit prior to start of work. Contractor shall allow a minimum of five (5) working days from the approval of the traffic control permit prior to the start of work when an existing traffic signal or bus stop will be affected, or when a road or alley closure will be required.

- c. The cost for the preparation of site specific TCP and the acquisition of necessary permits for all instances other than the plans and permits for traffic control in CALTRANS and MTS right-of-way shall be included in the CCTV inspection bid items. In cases of MTS and CALTRANS ROW the contractor shall submit how many manholes are required to be accessed to complete the work after attempts to televise without accessing CALTRANS and MTS jurisdiction. Any work concerning acquisition of CALTRANS or MTS permits or drafting of plans shall not commence without written authorization from the City.
 - d. For contract work outside of the City of San Diego and not within CALTRANS and MTS ROW, Contractor shall prepare TCP and obtain traffic control permits as required from that municipality. The cost of which will be included in the CCTV inspection bid items. Contractor shall pay for all TCP permit fees for jurisdictions other than the City of San Diego, and shall invoice these fees as a reimbursable item.
 - e. Review and permit fees for all traffic control permits issued by the City shall be paid directly by the City through the project Work Order Number. A budget allowance shall be included to cover traffic control permit fees not paid directly by the City. Contractor shall obtain written authorization from the City to access these funds.
 - f. Deliverables
 - 1) Approved TCP for all locations where a TCP is required regardless of pipe inspection class, one (1) copy (See Appendix I).
2. Traffic Control
- a. With the exception of Reconnaissance (See Exhibit B, Scope of Work, Section H, RECONNAISSANCE), for all contract work on streets, Contractor shall provide traffic control (i.e. equipment, labor, materials, etc.) in accordance with the traffic control plans and permits. Contractor shall furnish, install, and maintain the traffic control devices as shown on the plans and permits, and additional traffic control devices as may be required to ensure the safe movement of vehicles and pedestrians, and to provide for the safety of the workers.
 - b. The cost of providing proper traffic control according to approved plans for all instances other than MTS and CALTRANS ROW shall be included in the CCTV inspection bid items. In cases of MTS and CALTRANS ROW the contractor shall attempt to televise the main by accessing MHs outside of the Caltrans and MTS jurisdiction and driving the camera through. Only after proving the pipe cannot be assessed without permits by attempting to traverse at least 1 additional pipe downstream and upstream then the contractor can acquire necessary permits and charge to Item 10 of section A of the pricing page.
 - c. Access to private property shall be maintained to the greatest extent practicable. Contractor shall minimize the time period that driveways will be

closed, and shall minimize inconvenience to the driveway users. Contractor shall notify impacted parties prior to the work being performed (See Appendix E).

K. MANHOLE ACCESS

1. Notification of Flow Monitoring Meters

- a. The Contractor shall provide the City with a minimum of seventy-two (72) hours' notice if a flow monitoring device must be removed for inspection, regardless of the method of inspection to be used. The City shall coordinate the removal of the flow monitoring device, with the appropriate agency, as required and notify the Contractor when the removal has been completed. The total cost to repair any flow monitoring device damaged by the Contractor is the sole financial responsibility of the Contractor.

2. Access of Manholes: Contractor shall access manholes per the following requirements:

- a. Contractor shall provide all material and equipment for removing manhole covers and for sealing and securing those covers at the completion of each inspection. If specialty bolts/fasteners are missing that are used to seal the manhole covers, PUD will provide the Contractor with a limited supply of those specialty bolts/fasteners. PUD will also provide wrenches (sockets) needed to open the specialty bolts/fasteners, as needed.
- b. Prior to opening a manhole cover, Contractor shall check the atmosphere of the manhole with portable gas detection equipment through pick holes to assure a non-explosive and non-hazardous atmosphere. The portable gas detection equipment shall measure and alarm for the following hazardous gases: hydrogen sulfide, carbon monoxide, combustibles (LEL), and oxygen.
- c. Contractor shall ventilate the manhole to be inspected as required per safety requirements for working at grade at open manholes.

3. Atmospheric testing results

- a. Contractor shall provide atmospheric testing results (report on Oxygen, LEL [lower explosive limit], and toxins – Hydrogen Sulfide [H₂S], & Carbon Monoxide [CO] levels) for all manhole and pipeline segments that alarm the portable gas detection equipment. Following completion of the work, Contractor shall clean the manhole frames to remove debris and shall install the manhole cover with all special lock down bolts and/or locking devices properly secured. Where manholes have an existing silicon sealant on rim for odor control, Contractor shall reapply a bead of silicon sealant before replacement of cover. All manhole covers shall be installed and properly secured by the end of each work shift or whenever the Contractor's staff leaves it unattended.

L. CCTV INSPECTION OF SEWER MAINS

1. CCTV Inspection

- a. Introduction – Contractor shall provide all labor, material, and equipment required to perform the CCTV Inspection as specified. Contractor shall provide an internal inspection of all pipelines assigned in the GIS shape file. The Contractor shall maintain a log of all CCTV inspection activities including time and date of site work.
- b. Spill Line Emergency Phone Number: During CCTV televising operations, if equipment, devices, cameras or any other material or debris blocks or prevents the normal flow, the Contractor shall immediately notify PUD/WWCD at (619) 515-3525 Spill Line.
- c. Televising – Inspections shall be scheduled for low flow periods as required so that to the greatest extent possible the depth of flow in the pipeline being televised (as measured in the upstream manhole) will not exceed the following:

4-inch to 10-inch diameter pipe	20% of pipe diameter
12-inch to 24-inch diameter pipe	25% of pipe diameter
Over 24-inch diameter pipe	30% of pipe diameter

The cameras shall be capable of obtaining a clear, un-submerged view of the pipeline at these maximum allowable flow depths. If the flow becomes temporarily higher than the camera lens, the camera shall be elevated in order to view the pipe above the flow line.

The Contractor shall televise at non-peak flow periods; however, under certain conditions televising at times other than non-peak flow periods will be allowed only after approval by the City.

The Contractor shall televise a pipe segment from the upstream to downstream direction. In the event that the Contractor cannot televise a pipe segment from the upstream to downstream direction because of situations such as access issues or upstream manhole being a plug, the Contractor shall televise the segment from the downstream to upstream direction (Reverse Pull, RP) at no extra charge to the City.

- d. Set-Up – If, during the inspection operations, the camera will not pass through the entire pipe segment due to a blockage (any existing obstruction or defect of the pipe), the Contractor shall reset his equipment and traffic control to the opposite manhole and attempt to televise the remaining section of pipe. Inspection logs for this reach shall include an identification of the nature and location of the blockage. This information shall be submitted to the City as part of the weekly reports. The Contractor shall be allowed additional reimbursement for one added Set-up (See Exhibit B, Scope of Work, Section G, MEASUREMENT AND PAYMENT). Video showing the cause for the failure of

the first attempt and video of the equipment re-located to the second manhole shall be submitted with the Task Area. If no proof is provided, then there will be no payment for the Set-up.

- e. CCTV Equipment - The CCTV equipment provided by Contractor shall include television camera, television monitor, cables, power source, lighting and other equipment necessary to the televising operation. All equipment inserted into a sewer line shall be of a type and design, which provides protection from hazards arising from the combustibility and flammability of vapors, liquids, gases, dusts or fibers. Safety requirements for all equipment or devices which will be in the sewers (Confined Space) shall comply with all existing CAL-OSHA safety requirements (whichever is most stringent).

The camera equipment shall provide the required view without submergence of the camera lens.

The camera monitoring/operating equipment shall be located within a temperature controlled van.

- f. Cameras - The color television cameras used for inspection shall be specifically designed and constructed to televise sewer pipes and shall provide a clear, noise free image. Cameras used shall include a footage counter accurate to 0.1 feet. The cameras shall have a rotary head with rotational pan and tilt movement in order to allow a full circumferential inspection and observe all portions of the pipeline. Cameras shall have a high-resolution lens capable of spanning 360 degrees circumference and 270 degrees on a horizontal axis to televise pipelines. Optical focal distance shall be adjustable through a range of 1" to infinity. The camera source image capture shall provide an image with a minimum resolution of 320 x 240 pixels capture.

The Contractor shall have available, and use as required, cameras for small or obstructed lines, and large diameter pipe cameras that are capable of traversing accumulated grit, grease, slime and debris in order to televise without cleaning the sewer. This shall include specialized wheeled and articulating equipment with superior accessing capability compared to conventional tracked equipment. It shall include the ability to raise and lower the camera on the tractor as required for clearing debris or varying water levels caused by debris. The Contractor shall pass through pipelines that have velocities greater than 3 feet per second with an assembly that is stable enough to provide a quality inspection and maintain control and proper footage documentation during the CCTV inspection.

The intent of the contract is to televise without cleaning wherever possible. In anticipation of encountering accumulated grit, grease, slime and debris, the Contractor shall have available and use specialized equipment that is capable of traversing a reasonable amount of such interference so as to proceed without cleaning the sewer.

- g. Hand Carry Equipment - CCTV equipment and appurtenant equipment for televising pipelines shall be hand carried or wheeled into canyon and open space areas where necessary and where there is no existing vehicular access. Hand carried equipment shall be designed for disassembly as required in order that it can be hand carried by the CCTV crew to the manhole access locations with minimal environmental impact. Electrical power for the CCTV equipment shall be supplied by small hand carried generator units with a decibel rating of less than 60 dB. These units shall be designed for quiet and spark free engine exhaust operation. Smoking shall not be permitted in these areas. Other restrictions may exist in the Canyon and Open Space areas, including Multi-Habitat Planning Areas (MHPA), during bird or animal nesting/breeding seasons. This scope and the contractor will be consistent with the intent and findings of the Environmental Impact Report for the Canyon Sewer Cleaning Program and Long-Term Sewer Maintenance Program. A digital copy of the Environmental Impact Report can be provided upon request. The Contractor shall not remove and/or trim any vegetation.
- h. City Required Notification and Approval Seventy-two (72) hours before performing any inspection:
 - 1) The contractor must receive approval from the City of San Diego Public Utilities Environmental Section prior to any access in environmentally sensitive areas (e.g. canyons, park lands, undeveloped areas).
 - 2) The Contractor must receive approval from City of San Diego Park and Recreation Department when within Park and Recreation owned or managed lands and Open Space areas. Contractor shall notify, Paul Kilburg, Senior Planner (619) 685-1327 pkilburg@sandiego.gov, and Steve Haupt, District Manager (619-685-1311) shaupt@sandiego.gov with Parks and Recreation Department by phone, or email to receive approval.
- i. Confined Space Entry - Where necessary, Contractor shall perform confined space entry into the manholes in order to access a facility for televising. Technicians are required to be CAL-OSHA certified for confined space entry, following all related CAL-OSHA guidelines and safety measures, using the proper safety equipment for the job. Contractor shall provide proof of certification when required by the City.
- j. Safety Requirements/Representative - Contractor shall comply with the requirements of CAL-OSHA. Contractor shall identify a Safety Representative who is located at San Diego to ensure compliance with safe working procedures. These duties shall include, but not be limited to: site inspection, incident investigation, employee training, preparation and updating site specific safety and health plans, preparation of Job Safety Analysis (JSA), enforcement of safety requirements, and reports as required by CAL-OSHA.

- k. Picture Quality/Inspection - To insure optimum picture quality throughout all conditions encountered during the televising, lighting intensity and camera focus shall be controllable from the monitoring station. Lighting for the camera shall reduce relative glare and camera quality shall be suitable to allow a clear, in-focus picture with accurate color representation of the entire periphery of the pipe and the pipe joints for all conditions. Lighting shall be adequate for the diameter, type, texture and interior color of the pipe being inspected.

The picture at all times shall be free of electrical interference and provide a clear, stable image at the resolutions specified. Any out of focus video recordings, or significant portions thereof, shall be cause for rejection of the video recording and will require re-televising at the Contractor's expense and at no additional cost to the City.

The travel speed of the camera shall be uniform and the rate shall be set between 30 feet per minute to 60 feet per minute, depending on pipe conditions. Any means of propelling the camera through the pipeline that would exceed this rate of speed or produce non-uniform or jerky camera movements will not be acceptable. The camera shall clearly show all conditions and defects. The purpose of the rotating head camera is to view all service connections, and to locate all defects, as well as any pipeline problem conditions. The camera shall be moving through the sewer section at a uniform rate, stopping and rotating the camera head at each defect and service connection to allow adequate evaluation.

Contractor shall stop for at least fifteen (15) seconds to properly document the condition of the lateral, size and location, and observed structural defects such as misalignment, offset joints, protruding lateral taps, cracked pipe, roots in pipe, roots from laterals, sags in profile, and other pertinent observations as they are encountered.

The camera will pause as necessary and pan/tilt/rotate to clearly show manhole condition and structural defects from the channel and lower manhole area to the upper manhole area as viewable by the camera.

The camera operator shall stop, magnify and record all defects and other required information as a narrative on the video. The narrative shall be sufficiently free from electrical interference and/or background noise so that the narration is completely intelligible. The audio shall remain accurate to the original source voice through the digital video processing. The audio narrative shall describe all notable defects found including the location in feet from the upstream manhole and a description of each defect.

l. Deliverables

- (1) CCTV Inspection Log in excel format (See Appendix F);

(2) Task Area Weekly Status Reports; and

(3) Task Area Blockage Weekly Reports (See Appendix I).

2. CCTV Inspection Codes

- a. Contractor shall utilize the NASSCO PACP 7 codes. All CCTV inspectors are to be NASSCO PACP 7 certified. At the beginning of each extension if there is a new version of PACP released the City at its discretion may request the contractor to utilize the new version of codes. If such a request is made the transition will occur between the completion and start of the approximately 80 mile assignment each contract year. The cost of provisioning the new codes by staff certified in the new system is the sole responsibility of the contractor and does not entitle the contractor to an increase in unit rates or any other compensation. All NASSCO codes and data fields will be used in accordance with their standard definition unless otherwise stated in Appendix A. The PACP header fields to be used are specified in Appendix A. All PACP header fields are to be used per PACP standard unless specified otherwise in Appendix A.

3. CCTV Inspection Video

For all manholes accessed the videos shall start with a topside view of the surrounding area and continue televising while descending into the manhole. During the top side view the contractor shall verbally describe and visually show surroundings of the MH including but not limited to: showing and describing nearby streets, street intersections, addresses, businesses, and landmarks and what cardinal direction the objects are from the MH. The contractor shall also describe the relative location of other sewer manholes in the vicinity such as manholes in the same intersection or within approximately 50 feet from each other. The topside televising will pan and look down into the MH and the contractor shall identify from what cardinal direction the incoming line(s) are from. Televising of the pipe will begin inside the manhole at the pipe-to-manhole connection. In the case of consecutive pipes, the contractor is permitted to not have to start with a topside view. Contractor shall provide a video of the CCTV inspections with a narrative describing the findings as specified below:

- a. The video shall include onscreen text either in the opening screen and/or continuously displayed. See Table 1 -Video Read Out Specifications to see what data needs displayed and narrated and what PACP fields pertain to the shown data.

Table 1 – Video Read Out Specifications

Display Data	PACP Header field equivalent	Header field number	Opening video text with narration	Continuous video display	Comments
"City of San Diego"	City	27	X		
Contractor company name	Owner	5	X	X	
Operator's name	Surveyed By	1	X		
"EPM"	Customer	6	X		
Contract Year	Project	10	X		
Task Area	Project	10	X		
Street	Street	26	X		
Time	Time	12	X	X	
Date	Date	11	X	X	
Facility Sequence Number (FSN)	Pipe Segment Referenece	25	X	X	
Equipment Number	Location Details	29	X	X	
Weather	Weather	14	X		
Survey Direction	Direction of Survey	19	X	X	
Pipe Use	Pipe Use	30	X		
Pipe Material	Material	34	X	X	
Diameter	Height (Diameter)	31	X	X	
Joint Length	Pipe Joint length	37	X		
Start MH FSN	US or DS MH	42 or 49	X	X	This field is dependent on survey direction
End MH FSN	US or DS MH	42 or 49	X	X	This field is dependent on survey direction
Continuous footage read out	NA	NA		X	Footage counter to the nearest tenth of a foot must be displayed continuously

- b. As observations are made during the CCTV inspection, the codes shall be displayed on the video and the narrative shall describe the observation. The video shall be captured and compressed to reduce file size as much as possible while still providing a smooth, clear video. The video shall be at least 30 frames per second. The compression shall be in mp4 (encoded in H.264 video codec and mp3 or acc audio codec). The compression shall not significantly degrade the still frame quality of the video or audio signal from the original source video, as judged in a side-by-side viewing under normal viewing conditions. See Table 2 – Video Requirements Summary, for full specifications of video and audio.

Table 2 – Video Requirement Summary

	Video	Audio
Format	MP4 encoded to H.264 video	mp3 or acc audio codec
Frame Rate	30 fps	-
Resolution	720 x 480 pixels	44.1 kHz, 16-bit, Stereo
Bit Rate	1800 kbps	128 Kbps
Average File Size	13-15 MB per Min	-

- c. Contractor shall provide an initial submittal at the start of televising work demonstrating the typical video and audio quality with Access database fully completed to be provided for approval by the City. One video file shall be provided for each manhole to manhole segment. The file name convention for video files consists of 32 characters. The structure includes the following: “(field book page start)-(manhole ID start)-(field book page end)-(manhole ID end)-(hhddmmyy).mp4” where the field book pages and manholes IDs are each 4 characters in length with preceding zeros as necessary. The hhddmmyy signifies the hour, day, month and year of the inspection, respectively. The date will always be 8 characters with 2 digit hours based on a 24 hour clock, a 2 digit day, a 2 digit month, and a 2 digit year with all preceding zeros as necessary. An example filename may be “F18S-0045-F18S-0046-14150604.mp4.” The videos will be stored with this naming convention and this file name must also be stored in a field of the database.

d. Deliverables:

- 1) Sample video for City approval (See Appendix I) with Microsoft Access Database completely filled out and attached; and
- 2) Video in the required format (See Appendix I).

4. CCTV Inspection Data

- a. Contractor shall record observations and comments for the CCTV inspections into a database record associated with each video. This information shall be in tabular form, and include but not be limited to the following information:

- 1) Pipeline run from upstream to downstream manhole;
- 2) Location of defects in feet from upstream manhole;
- 3) Description of the defect and other pertinent information;
- 4) Locations of lateral connections.

The data shall be made available to the City in the NASSCO PACP 7.0 database format. The specifications detailing which PACP 7 header fields to use and any applicable deviations are found in Appendix A. The contractor is to ensure that the data is clear of duplicates and the number of records in the data tables will match the number of inspections being submitted.

The contractor is to work with the City's staff to ensure the City can utilize the data as intended. The City retains the right to adjust the specifications to the header information and to have the contractor adjust the submittal data format. Once the first database is successfully received and utilized by the City, the contractor is not to change the its submittal database format without the City's consent.

b. Deliverables

- 1) Data shall be in the format in accordance with Appendix A.

M. CLEANING OF SEWER MAINS

1. Cleaning Recommendation. For each Task Area, the Contractor shall prepare a list of sewer mains recommended for cleaning. These shall be mains where televising has been attempted from both directions but cannot be completed without cleaning, or where the view of the pipe was obstructed to the point that severe structural defects may have been obscured. This list shall include the Facility Sequence Number, equipment number, manhole numbers, date that televising was attempted, and the reason for the cleaning request.
2. Deliverables
 - a. Cleaning site recommendation documentation (one (1) copy) weekly (See Appendixes G and I).

N. RED FLAG NOTIFICATIONS

1. Emergency Conditions. When emergency conditions are discovered during contract work, Contractor shall notify the City of emergency repair or maintenance requirements within twenty-four (24) hours of discovery. The person conducting the work shall determine emergency conditions such that, in their professional judgment, the condition poses the threat of an imminent sewer spill if remedial action

is not taken immediately. Refer to Appendix C for the required information when reporting an emergency condition.

2. **Sewage Spill – In case of sewage spill, immediately place a call to: (619) 515-3525.**
3. A Red Flag emergency (See Appendix C). A red flag memorandum will be transmitted via email to the mailing list in Appendix C within 24 hours of discovery of the issue. If the video is available then the contractor is to work with the PM to establish a way to transmit the video as well. Over the duration of the contract the mailing list may change and the contractor must update the mailing list when the City PM notifies the contractor of a change to the list.

The final logs shall be processed by the Contractor and forwarded to the City no later than one (1) week from the date of the discovery.

Contractor shall maintain a record of all Red Flag Notifications submitted.

4. Deliverables (See Appendix I)
 - a. Red Flag emergency notifications within twenty-four (24) hours of discovery;
 - b. Record of Red Flag Submittals no later than one (1) week from the date of the discovery.

O. QUALITY CONTROL

1. QAQC Procedure. Contractor shall develop a QAQC procedure to ensure high quality results for all contract work. The proposed QAQC procedure shall be submitted with the Project Management Report (See Exhibit B, Scope of Work, Section F, PROJECT MANAGEMENT) and be subject to approval by the City.

Work performed by the Contractor that does not provide the quality of work specified will be rejected.

The QAQC shall include, but not be limited to provisions for the following:

- a. Review of CCTV videos for accuracy and completeness of observations, video quality, and proper inspection procedures;
- b. Training of CCTV operators on proper use of the NASSCO PACP 7 codes and maintaining the operator's PACP 7 certification;
- c. Quality of video and audio submittals. Contractor shall check the video for any errors or omissions, proper codes and overall quality; and
- d. Accuracy and completeness of data base submittals.

2. Deliverables

- a. QAQC Review plan in project management report

P. SUBMITTALS

1. Electronic Submittals

- a. Electronic submittals shall be delivered to the City on portable USB hard drives. Each submittal shall be contained in a 'folder' on a hard drive. All data for the submittal shall be contained in the folder for the submittal. Submittals may not span two (2) drives. Contractor shall provide the portable hard drives for the submittals, including all necessary power cords, transformers, cables and software. The City shall download the data from the portable hard drive and make it available for pick-up within two (2) weeks of the submittal. No data submitted shall be deleted from the hard drives. At the completion of the contract work, or at such time as a hard drive becomes full, the City shall retain possession of it. At the completion of the contract work all of the electronic data for the contract work shall be contained on the submitted drives. The USB port hard drive provided must be physically labeled with a printed label on the drive. The USB port hard drive labeling will have the following at a minimum. Vendor name, Contract year, Task area, Date range of inspection and Date of the submittal.

The file names for the pipe database on the UBS port hard drive should be noted as follows:

- 1) Task Area Number with an mdb extension (example: Task 15001.mdb)

2. Deliverables (See Appendix I). USB hard drives with electronic data as follows:

- a. For each Task Area, the Contractor shall submit the following data:

- 1) CCTV pipeline video in MP4 format;
2) CCTV defect observation photos in JPEG format;
3) CCTV Inspection Data in Microsoft Access database format (See Appendixes A and I).

- b. For each Task Area, the Contractor shall submit:

- 1) All of the inspection videos with audio, in MP4 format, and still photos, in jpeg format, plus any still photos taken identifying major defects. The video and still photo files shall be named in accordance with the City's file naming convention (See Exhibit B, Scope of Work, Section L, CCTV Inspection of Sewer Mains, Part 3.c).

One file shall be provided for each manhole-to-manhole pipe segment (or for each manhole to manhole inspection video); and

- 2) All deliverables shall have printed labels for identification and storage (See Exhibit B, Scope of Work, Section P, Submittals, Part 1.a).

Q. INVOICING

1. Contractor shall submit one (1) hardcopy invoice with a digital copy in both pdf and Microsoft Excel per Task Area arrears and in accordance with the schedule as established per each individual Task Area or Areas after the submission of the database, videos and report(s) have been accepted by the City. The Contractor shall submit a proposed invoice format for City's approval as part of the Project Management Report (See Appendix B and Exhibit B, Scope of Work, Section F, PROJECT MANAGEMENT).

The information required with each invoice shall include, but not be limited to (See Appendix D for example invoice format):

1. Contract Year/Task Area (s) Purchase Order Number;
2. Contract Activity Report;
3. Summary of Progress Payment;
4. Subcontractor Charges;
5. Total charges billed at this time and to date;
6. Total payments received to date; and
7. Backup or supporting information in Excel spreadsheet. Excel formulas must be used to determine line item totals and to calculate the amount invoiced based on line item totals and the appropriate unit price. All excel formulas calculating to the invoiced amount must be left in the excel submittal.

R. CONTRACTOR POINT OF CONTACT

The City of San Diego requires that the Contractor assign a primary point of contact to this contract. This individual must be able to assist City staff in expediting orders and provide technical assistance. The City must be able to contact this individual by telephone at a toll-free number or at a number located within the 619, 760 or 858 area codes. Telephone calls to the primary point of contact must be returned within one (1) hour. For the purpose of this bid, normal business hours are defined as Monday through Friday, 7:00 a.m. to 5:00 p.m.

S. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the Notice to Proceed and is responsible for overseeing and monitoring this Contract.

T. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER. Per Exhibit D, Section A.9:

	Registration No.	Expiration Date	Name
DIR Registration No.	1000004632	6/30/2021	Downstream Services, Inc.

U. LICENSES. To perform the work described in this solicitation, bidders must hold a current C-31 Construction Zone Traffic Control License. All contractor staff performing inspections and QAQC shall retain NASSCO PACP certification throughout duration of contract.

	License Number	Expiration Date	Name
State of California Contractor's C-31 Construction Zone Traffic Control License	807953	5/31/2022	Downstream Services, Inc.
NASSCO PACP (Please list certification numbers of all staff who will be conducting inspections or performing QAQC)	See Attachment	See Attachment	See Attachment

Any bidder holding a different license who feels qualified to bid on this work must notify the City Contact in writing at least seven (7) days prior to the bid closing. After a thorough review of the proposed license substitution, the City will inform the bidder, in writing, of its decision prior to the bid closing. The City's decision is final.

V. PRICING SCHEDULE

The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Variations in the estimated quantities for each year are anticipated. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation and in no case, shall exceed \$3 million without City Council approval.

All work materials and services not expressly indicated or called for in this contract which may be necessary for the completion and proper execution of the work specified shall be provided by the Contractor as though originally so indicated, at no increase in cost to the City.

Bidders shall complete the pricing schedule in its entirety to be considered responsive. Unit prices shall be based on the Unit of Measure (U/M) as specified on the Pricing Schedule. Any changes to the U/M made by the Bidder may be cause for the bid to be rejected as non-

Goods and Services ITB
Revised: November 8, 2016
OCA Document No. 1277089

responsive. Any discount offered other than for prompt payment should be included in the net price quoted instead of shown as a separate item. Applicable taxes should not be included in pricing.

Category Descriptions:

EA = Each

LF = Linear Feet

AL= Allowance

Section B shall be included with the bid submittal, but will not be part of the City's evaluation for award.

The total bid price will be for the estimated quantities of the first year of the contract.

Pricing – As-Needed EPM CCTV of Sewer Mains

Section A: As-Needed EPM CCTV of Sewer Mains					
Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	210,000	LF	Class 1 CCTV Inspection	\$ 0.72	\$ 151,200.00
2.	15,500	LF	Class 1T CCTV Inspection	\$ 0.96	\$ 14,880.00
3.	102,500	LF	Class 2 CCTV Inspection	\$ 1.08	\$ 110,700.00
4.	16,500	LF	Class 2T CCTV Inspection	\$ 1.46	\$ 24,090.00
5.	51,500	LF	Class 3 CCTV Inspection	\$ 2.07	\$ 106,605.00
6.	11,400	LF	Class 3T CCTV Inspection	\$ 2.59	\$ 29,526.00
7.	150	SITES	CCTV Reverse Setup Charges for All Sizes	\$ 65.00	\$ 9,750.00
8.	3	EA	Confined space entry	\$ 2,500.00	\$ 7,500.00
9.	15,000	LF	Class 1, 2, and 3 CCTV Inspection for Pipe Greater Than 36"	\$ 2.59	\$ 38,850.00
10.	20	SITES	Caltrans and MTS set-up charge All Sizes	\$ 500.00	\$ 10,000.00
Estimated Bid Total for Line Items 1-10					\$ 503,101.00

Section B: Miscellaneous					
Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	AL	Field Order Allowance	\$ 5,000	\$ 5,000
2.	1	AL	Reimbursable fees from other agencies	\$ 3,000	\$ 3,000

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT

1200 Third Avenue, Suite 200

San Diego, CA 92101-4195

Fax: (619) 236-5904

ADDENDUM A

Invitation to Bid (ITB) 10089689-21-W

Closing Date: September 3, 2020
@ 3:00 p.m.

Bid for furnishing the City of San Diego with **As-Needed EPM CCTV of Sewer Mains**.

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original cover sheet and replace with the attached Addendum A cover sheet. (NOTE: Reference to manholes has been removed.)
2. Remove the original ITB, Contract Page (pg 1 of 9) and replace with the attached Addendum A, ITB Contract Page (pg 1 of 9) (NOTE: Reference to manholes has been removed.)
3. Remove the original ITB, Signature Page (pg 3 of 9) and replace with the attached Addendum A, Signature Page.
4. Remove the original ITB, Exhibit B, Scope of Work, page 18 and replace with the attached Exhibit B, Scope of Work, page 18. (NOTE: Corrections made to Section G (Measurement and Payment), Subsection 1 (Payment Classes), part J.)
5. Remove the original ITB, Exhibit B, Scope of Work Pricing Page, page 36 and replace with the attached Exhibit B, Scope of Work Pricing Page, page 36. (NOTE: Reference to manholes has been removed and correction made to the Section A Subtotal line.)
6. Add four (4) pages "Questions and Answers". (NOTE: The questions and answers are being provided for informational purposes only, and are not part of any resulting contract from this ITB.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Michael Warner

Michael Warner

Senior Procurement Contracting Officer

(619) 236-6154

August 24, 2020

Addendum A
August 24, 2020



**Invitation to Bid (ITB) for
As-Needed EPM CCTV of Sewer Mains
Addendum A**

Solicitation Number:	10089689-21-W
Solicitation Issue Date:	August 11, 2020
Questions and Comments Due:	August 18, 2020 @ 12:00 p.m.
Bid Due Date and Time ("Closing Date"):	September 3, 2020 @ 3:00 p.m.
Contract Term:	Five (5) years beginning on the Effective Date as defined in Article I, Section 1.2 of the City's General Contract Terms and Conditions
City Contact:	Michael Warner, Senior Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, CA 92101 MWarner@sandiego.gov (619) 236-6154
Submissions:	Respondent is required to provide two (2) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein.

Completed and signed ITB signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.

Note: Emailed submissions will not be accepted. Due to COVID-19, electronic copies submitted through PlanetBids will be accepted. Instructions for electronic submissions are provided as an attachment in PlanetBids.

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10089689-21-W, As-Needed
EMP CCTV of Sewer Mains**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10089689-21-W, As-Needed EMP CCTV of Sewer Mains (Contractor).

RECITALS

On or about 8/11/2020, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to furnish the City of San Diego As-Needed EPM CCTV of Sewer Mains as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Service.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of five (5) years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract or identified in the Notice to Proceed, and approved by the City Attorney in accordance with San Diego Charter Section 40.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

Bidder

BY:

Street Address

Print Name: _____
Director Purchasing & Contracting Department

City

Date Signed

Telephone No.

E-Mail

BY:

Approved as to form this ____ day of

Signature of Bidder's Authorized
Representative

_____, 20____.
MARA W. ELLIOTT, City Attorney

Print Name

BY: _____
Deputy City Attorney

Title

Date

deemed to be reimbursable per Pricing Page, Section B, Item 2. Item 10 will be charged as an additional lump sum charge per manhole accessed that requires a permit from Caltrans or MTS. This will include all pipe size diameters and will be lump sum per manhole accessed. This will be charged in addition to all other applicable charges including reverse set-up charges and charges per foot based on pipe classification. The contractor can only charge this item after the contractor has proven that the pipe cannot be assessed by accessing a manhole outside of the agencies jurisdiction and stretching through at least 1 additional pipe.

- k. Pricing page, Section B, Item 1 – “Field Order Allowance” – Field Orders encompass work that is requested and is not covered in the other class items. (Such as televising a main outside of the diameter range of this contract). Field Orders may also encompass additional work that may be required for completion of the required scope of work but are unknown at the time of bid and is neither explicitly or implicitly covered as the Contractor’s burden in the contract. In all cases of Field Order charge, the Contractor will submit a cost estimate and the City reserves the right to negotiate all proposed prices until a written agreement is reached. If no written agreement is reached, then the City reserves the right to cancel scope. Field Orders shall not be undertaken by the Contractor without direction and written authorization from the City and cumulative costs accrued by field order shall not exceed a total of \$25,000 for the entirety of the contract.
- l. Pricing page, Section B, Item 2 – “Reimbursable fees from other agencies” shall include any processing fee, inspection fee, or similar fee that is charged to the contractor by an agency other than the City of San Diego in order to acquire permits and/or to perform the inspections in the other agency’s jurisdiction. These fees are to be submitted as a reimbursable after final transaction with the other agency. In the case of deposits to other agencies, it is the contractor’s responsibility to make the deposit and claim any difference from that agency following completion of work. The city will only reimburse the fees leveraged on the deposit. In no case shall the contractor or any other agency owe the City of San Diego for a deposit return or overpaid reimbursement.

2. Deliverables

- a. Payment Classification (one (1) electronic copy).

H. RECONNAISSANCE

1. Contractor shall use the information provided by the City and propose the Payment Class with the project management report (see Exhibit B, Scope of Work, Section F, Project Management) for all pipeline in each year and Task Area. The work will entail desktop review of the pipeline segments with ArcMap or GIS software from the SANGIS data layers to verify pipe classification and traffic control requirements; field verification may be necessary. Reconnaissance does not include obtaining survey

Pricing – As-Needed EPM CCTV of Sewer Mains

Section A: As-Needed EPM CCTV of Sewer Mains					
Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	210,000	LF	Class 1 CCTV Inspection	\$	\$
2.	15,500	LF	Class 1T CCTV Inspection	\$	\$
3.	102,500	LF	Class 2 CCTV Inspection	\$	\$
4.	16,500	LF	Class 2T CCTV Inspection	\$	\$
5.	51,500	LF	Class 3 CCTV Inspection	\$	\$
6.	11,400	LF	Class 3T CCTV Inspection	\$	\$
7.	150	SITES	CCTV Reverse Setup Charges for All Sizes	\$	\$
8.	3	EA	Confined space entry	\$	\$
9.	15,000	LF	Class 1, 2, and 3 CCTV Inspection for Pipe Greater Than 36"	\$	\$
10.	20	SITES	Caltrans and MTS set-up charge All Sizes	\$	\$
Estimated Bid Total for Line Items 1-10					\$

Section B: Miscellaneous					
Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	AL	Field Order Allowance	\$ 5,000	\$ 5,000
2.	1	AL	Reimbursable fees from other agencies	\$ 3,000	\$ 3,000

ITB 10089689-21-W, As-Needed EPM CCTV of Sewer Mains and Manholes Questions and Answers

Question 1: Will one City encroachment permit cover one years' worth of video at all locations? If not, how many encroachment locations are there?

Response: There will be no City of San Diego encroachment permit required because there will be no construction of improvements in the Right of Way.

Question 2: How many San Diego Geographic Information System (SanGIS) pages are required to be purchased for the entire project?

Response: The City will provide a GIS feature class of the mains to be assessed along with the unique identification numbers of said mains. There is no requirement for purchase of map pages from SANGIS. It is recommended to download GIS data from SanGIS. The City does not know how many map pages would be required if the contractor plans to purchase map pages from SANGIS. It is intended that the contractor be self-sufficient in accurately locating the manholes and pipes to be assessed in this contract, determining what will be required for access, how to safely get to the manholes, proposing what classification they believe should be charged for the main, and ensuring their crews have adequate information in the field.

Question 3: What is the cost of the San Diego Geographic Information System (SanGIS)?

Response: It is recommended but not required that the contractor at a minimum acquire orthophotography and feature class data of all the City's mains and manholes from the SanGIS regional data warehouse: <http://www.sangis.org/download/index.html>. The SANGIS website says "SanGIS and SANDAG are proud to provide this single, authoritative source of regional GIS data free for public use." It is unknown to the City if all data the contractor would need or want is free or if there are costs associated.

Question 4: Does the \$3 million limit apply to annual billing or the entire contract?

Response: While there is no predetermined Contract amount and the quantities listed in the ITB are estimated amounts and are not guaranteed, \$3 million is the maximum amount a Contract can be awarded for without City Council approval.

Question 5: Can we get an estimated breakdown of the accessibility of 36"+ pipe? City estimates lump all 36"+ together.

Response: The City anticipates the accessibility of the pipes requested in this size range for every year to be highly variable between years and declines to provide an estimate at this time.

Question 6: What is the definition of "located in San Diego" regarding the safety representative? (page 25 item j)

Response: The safety representative's physical business and residence shall be located within the County of San Diego to ensure a timely response to the work site day or night.

Question 7: Work schedule: section D, page 12: Annual Beach Area Construction Moratorium states no work from Memorial Day to Labor Day, is this only in the Beach outlying areas? Can inland areas of the City be completed during that time frame?

Response: Yes, it is only in the beach areas. The restriction affects travel and parking lanes as well as pedestrian walkways on streets adjacent to beach areas where merchants could be adversely affected by construction activities. Inland areas not fitting that description can be completed during that timeframe. The City will assist in identifying which mains fall under the moratorium, but it is the responsibility of the contractor to adhere to the moratorium if the pipe fits the description even if is not identified by the City prior to work.

Question 8: What areas/how much footage are subject to Beach Construction Moratorium? Excluding summer work days means less than 200 work days per year to cover those areas.

Response: The restriction affects travel and parking lanes as well as pedestrian walkways on streets adjacent to beach areas where merchants could be adversely affected by construction activities. The amount of footage in these areas is subject to change each year. With no guarantee, it is anticipated that footage that is subject to this moratorium will not exceed 10% of the contract.

Question 9: Will a class "A" be acceptable for traffic control?

Response: A Class "A" general Engineering Contractor license is allowable for traffic control. It is still the contractor's responsibility to properly follow all traffic control regulations, codes, and permits. In any event that a C-31 license is required for traffic control in this contract due to requirement from the City of San Diego or another agency, the contractor shall provide the necessary C-31 work at no extra cost to the City.

Question 10: Can a certified traffic control company be a subcontractor for the prime contractor where traffic control is required?

Response: Yes.

Question 11: Can progress meetings be held remotely via video/voice conference call?

Response: During the COVID-19 pandemic they will be held remotely. But the City intends to return to in person meetings in the future when the City Project Manager deems it safe to do so.

Question 12: Does a city employee need to be onsite during inspections?

Response: No, however, the City reserves the right to require that City staff be present if deemed necessary and the contractor will be flexible with scheduling inspections

to accommodate. This will likely be invoked for work in environmentally sensitive areas and at the discretion of the City's Project Managers.

Question 13: Need copy of Environmental Impact Report for Canyon Sewer Cleaning.

Response: Link to download: <https://filecloud.sandiego.gov/url/t2ui8f453dkg4vqr>.

Question 14: What types of emergencies are applicable to the emergency contact that must be able to reach site within one hour?

Response: The emergency contact shall have higher authority than the field crew members and be able to respond to issues both urgent and emergency. It is expected they will help make decisions on behalf of the contractor and to assist in resolving and/or documenting field issues and occurrences including but not limited to injury, damage to private or public property caused by contractor crews, equipment stuck to the point of possible flow blockage and requiring City crew assistance or confined space entry to retrieve, canyon proficient vehicle stuck or broken down in a canyon, stoppage of work due to violation of permits, environmental, or safety requirements, or sewer spill caused by contractor crew.

Question 15: In the canyon video equipment, does all equipment need to be hand carried or can it be wheeled to manhole location.

Response: Per Exhibit B, Scope of Work, Section L (CCTV Inspection of Sewer Mains), Part g (Hand carry equipment) "CCTV equipment and appurtenant equipment for televising pipelines shall be hand carried or wheeled into canyon and open space areas where necessary and where there is no existing vehicular access." Wheeling the equipment shall be allowed, but it is not guaranteed. A final determination on what is allowed at a given location will be made by the City's Environmental staff on a case by case basis.

Question 16: If unable to meet naming convention in the specs, will a comparable naming convention be acceptable? (Page 29 item C)

Response: No.

Question 17: Will the manhole inspections be performed per NASSCO MACP level 1 or level 2 standards? Or will you require an other specified inspection for the manholes?

Response: There are no manhole inspections required in this contract. However, during pipe inspections it is required to start with a topside view and pan the camera to view the manhole from topside for every manhole accessed. Also per Exhibit B, Scope of Work, Section L (CCTV Inspection of Sewer Mains) Part k (Picture Quality/Inspection): For every manhole during a pipeline inspection: "The camera will pause as necessary and pan/tilt/rotate to clearly show manhole condition and structural defects from the channel and lower manhole area to the upper manhole area as viewable by the camera."

Question 18: Can the City provide a record and map of locations where flow monitoring devices are installed?

Response: This data can be provided following the issuance of the Notice to Proceed along with the first year of mains to be assessed.

Question 19: Can you provide the last provider's pricing for review?

Response: While there is no current contract, the pricing provided is from the most recent Contract awarded 9/30/2014:

- Class 1 CCTV Inspection - \$1.05 per LF
- Class 1T CCTV Inspection - \$1.05 per LF
- Class 2 CCTV Inspection - \$1.27 per LF
- Class 2T CCTV Inspection - \$1.27 per LF
- Class 3 CCTV Inspection - \$2.20 per LF
- Class 3T CCTV Inspection - \$2.20 per LF
- CCTV Setup Charges for All Sizes Inaccessible - \$55.00 per site
- Confined Space Entry - \$1,650.00 EA
- Cleaning for Pipe 6-inch up to 15-inch Diameter - \$1.65 per LF
- Cleaning for Pipe greater than 15-inch up to 36-inch Diameter - \$4.00 per LF
- Debris Transportation and Disposal - \$110.00 per HR
- Class 1, 2 and 3 CCTV and Manholes Inspection for Pipe Greater Than 36" - \$2.20 per LF

Question 20: Will the City accept digital pan, tilt, zoom?

Response: The City will not accept digital pan, tilt, and zoom for this contract. Mechanical panning and optical zoom are required.

Question 21: What is classified as additional training as indicated in Section G, Measurement and Payment?

Response: All training of the contractor's staff through both internal and external training and certification is fully the responsibility of the contractor. The contractor will ensure their staff is fully trained, certified, and licensed as necessary to complete the specifications in this contract at no additional cost to the City outside of the bid item price.

Question 22: How many Caltrans locations are located within the work scope?

Response: The number of Caltrans locations will differ each year. With no guarantee, it is estimated that 20 manholes a year will need accessed between both MTS and CALTRANS right of ways. With some exceptions it is anticipated that the manholes each year will be spread out among the City of San Diego region.



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am 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 I will comply with such provisions before commencing the performance of the work of this Contract."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

B. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80)

hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

C. Highest Wage Rate Applies. Bidder is required to pay the highest applicable wage rate where more than one wage rate applies.

APPENDIX A

PACP Header Specifications

***NOTE: All fields highlighted grey are not required**

Field #	Header Field	PACP Mandatory	Required for this Project	Comments (Use PACP definition unless stated otherwise)
1	Surveyed by	X	X	
2	Certificate No.	X	X	
3	Reviewed by			
4	Reviewer Certificate No.			
5	Owner		X	Input televising company name
6	Customer		X	Input "EPM"
7	P/O Number		X	P/O number to be provided before field work
8	Work Order Number			
9	Media Label		X	The name of the video. The Field book page and Map ID of the MHs will be provided. See Exhibit B section L.3.c. for how to name the videos
10	Project		X	Calendar Year and Task Area number EX: "CY 01 TA 20005"
11	Date	X	X	
12	Time		X	
13	Sheet Number	X	X	Number of the inspection in the TA
14	Weather		X	
15	Pre-Cleaning	X	X	Input an "X"
16	Date Cleaned			
17	Flow Control			
18	Purpose of Survey			
19	Direction of Survey	X	X	
20	Inspection Technology Used		X	
21	Inspection Status	X	X	
22	Consequence of Failure			
23	Pressure Value			
24	Drainage Area			
25	Pipe Segment Reference		X	Use unique pipe ID number Facility Sequence number (FSN). Will be provided by City
26	Street (Name & Number)	X	X	GIS data to be provided but contractor shall change this as necessary if data is incorrect
27	City	X	X	"City of San Diego"
28	Location Code			

29	Location Details		X	Use pipe equipment number (Another unique pipe Identification number). Will be provided by City
30	Pipe Use	X	X	
31	Height (Diameter)	X	X	GIS data to be provided but contractor shall change this as necessary if field conditions are different. Notice this is different from PACP standard
32	Width	X	X	Most all pipes will be circular. Will not be used most of the time
33	Shape	X	X	
34	Material	X	X	GIS data to be provided but contractor shall change this as necessary if field conditions are different. Notice this is different from PACP standard. Contractor to ensure the material listed here indicates the predominant material observed in the inspection
35	Lining Method		X	GIS data to be provided but contractor shall change this as necessary if field conditions are different. Notice this is different from PACP standard. Contractor to ensure the material listed here indicates the predominant method observed in the inspection. If pipe is mostly unlined then input "N"
36	Coating Method		X	Input predominant coating method observed in inspection. If most of pipe is not coated leave blank
37	Pipe Joint Length		X	
38	Total Length		X	The length of the pipe from city GIS data. (Will be provided by City)
39	Length Surveyed		X	
40	Year Constructed			
41	Year Renewed			
42	Upstream MH No.	X	X	Use the upstream MH FSN (Will be provided by the City)
43	Upstream MH Rim to Invert			
44	Upstream MH Rim to Grade			
45	Upstream MH Grade to Invert			

46	Upstream MH Northing			
47	Upstream MH Easting			
48	Upstream MH Elevation			
49	Downstream MH No.	X	X	Use the downstream MH FSN (Will be provided by the City)
50	Downstream MH Rim to Invert			
51	Downstream MH Rim to Grade			
52	Downstream MH Grade to Invert			
53	Downstream MH Northing			
54	Downstream MH Easting			
55	Downstream MH Elevation			
56	MH Coordinate System			
57	MH Vertical Datum			
58	GPS Accuracy			
59	Additional Information		X	Use as necessary

APPENDIX B

Example of a Table of Contents for Project Management Report

CLOSED CIRCUIT TELEVISIONING OF SEWER MAINS AND MANHOLES FISCAL YEAR 2020

TABLE OF CONTENTS

- 1.0 INTRODUCTION
- 2.0 PROJECT OVERVIEW
- 3.0 PROJECT MANAGEMENT
 - 3.1 PRELIMINARY WORK
 - 3.1.1 CLASSIFICATION OF WORK
 - 3.1.2 DELIVERABLE AREA DIVISION
 - 3.1.3 REQUIRED RESOURCES
 - 3.2 CREW TRAINING
 - 3.3 SCHEDULING AND COORDINATION
 - 3.4 REVIEW FIELD DATA
 - 3.5 SUBMIT DATA
- 4.0 CLASSIFICATION MAP
- 5.0 DELIVERABLE AREAS MAP
- 6.0 BASE SCHEDULE
- 7.0 SCHEDULE OF DELIVERABLES
- 8.0 PUBLIC NOTICE
- 9.0 RECONNAISSANCE
- 10.0 TRAFFIC CONTROL
 - 10.1 TRAFFIC CONTROL DESIGN CERTIFICATES
- 11.0 CCTV
- 12.0 RED FLAGS
- 13.0 QAQC

TABLES

TABLE 1:	CLASSIFICATION OF WORK
TABLE 2:	DELIVERABLE AREAS
TABLE 3:	PRODUCTION REQUIREMENTS
TABLE 4:	SCHEDULE OF DELIVERABLES

FIGURES

FIGURE 1:	CLASSIFICATION MAP
FIGURE 2:	DELIVERABLE AREAS MAP
FIGURE 3:	BASE SCHEDULE

APPENDICES

A	Qualifications
B	Job Safety Analysis
C	Spill Prevention & Response Plan
D	Sample Public Notifications
E	Reconnaissance Documentation
F	Manhole Locating Report
G	Traffic Control Plan Report
H	Manhole Accessing Procedures
I	CCTV Inspection Log
J	CCTV Report
K	Invoice Format
L	Sample Data Submittal Format
M	Cleaning Recommendation Format
N	Red Flag Notification Format
O	Quality Control Review Log
P	Meeting Documentation
Q	Scope of Services
R	Emergency Contact Information

APPENDIX C

Red Flag Emergency Memorandum

Red Flag Notification Requirements

RED FLAG NOTIFICATION
CCTV OF SEWER MAINS FISCAL YEAR 2020

To: General, Planning and Scheduling Section
Wastewater Collections Division, Metropolitan Wastewater
Department 9150 Topaz Way
San Diego, Ca 92123
Escalona, Jesus <JEscalona@sandiego.gov>
Rodriguez, Salvador <SRodriguez@sandiego.gov>

CC: Powell, Terrell <TPowell@sandiego.gov>
Evans, Kevin <KEvans@sandiego.gov>
Oropeza, Jose <JOropeza@sandiego.gov>
Jenkins, Isaac <IJenkins@sandiego.gov>
Newsome, Ron <RNewsome@sandiego.gov>
Paddack, Christina <CPaddack@sandiego.gov>
Morlan, Yazmin <YMorlan@sandiego.gov>
Rosenberg, Michael <MRosenberg@sandiego.gov>
Brooks, Earnest <EBrooks@sandiego.gov>
Willis, Sean <SWillis@sandiego.gov>
Fernandes, Jean <JTFernandes@sandiego.gov>
Shaw-Sydnor, Melody <MShaw@sandiego.gov>
Wood, Michele <MWood@sandiego.gov>
Ikeda, Kristen <KIkeda@sandiego.gov>
Burt, Mark <MBurt@sandiego.gov>
Murphy, Kevin <KRMurphy@sandiego.gov>

From: Name of Service Provider
Number and Street
City, State, Zip Code
Area Code, Tel: Number
Submitted by: Service Provided Project Manager

REFERRAL INFORMATION

Date & Time: (Date and time of the inspection)
CCTV Operator:
Facility Sequence Number: (indicate "pipe" or "manhole") If issue is only observable in MH then list MH FSN
Equipment Number: (Same guideline as FSN)
Field Book Page:
Upstream Manhole: (N/A if red flag is for a MH issue)
Downstream Manhole: (N/A if red flag is for a MH issue)
Distance from manholes: (N/A if red flag is for a MH issue)
Street and Cross Street: (Street/Address or nearest street if in canyon or easement)
Location Description: (Landmarks, addresses, other description to help find location of MH)
Material/size:
Contract Year:
Task Area:
Problem Description:
Photos: (*Photos Required with each submittal*) (Include Video if available)

APPENDIX D

Invoicing

The invoice must contain all information requested in Section II, paragraph T “Invoicing”

It is required that a header section contain the following information

- Company name
- Purchase order number (Provided by the city)
- Bid number/ contract number
- Contract Year
- The task area number

It is required to have a table to calculate the totals for each bid item and sum up the total invoice price below is a recommended format

Task Billing Totals					
Bid Item	Quantity	U/M	Description	Unit Price	Total
1	0.0	LF	Class 1 CCTV Inspection	X	
2	0.0	LF	Class 1T CCTV Inspection	X	
3	0.0	LF	Class 2 CCTV Inspection	X	
4	0.0	LF	Class 2T CCTV Inspection	X	
5	0.0	LF	Class 3 CCTV Inspection	X	
6	0.0	LF	Class 3T CCTV Inspection	X	
7	0.0	SITES	CCTV Setup Charges for All Sizes Inaccessible	X	
8	0.0	EA	Confined Space Entry	X	
9	0.0	LF	Class 1, 2 and 3 CCTV for Pipe Greater Than 36"	X	
10	0.0	LS	Field Order	X	
	0.0			Total Billing	\$ -

Note the following:

- Quantity tab should be the excel summation of what is present in the details section of the invoice

Lastly the excel submittal must contain a details section listing each pipe by its unique identifier and showing the following information at a minimum

- The footage of the upstream run and the date performed if applicable
- The footage of the downstream run and the date performed if applicable
- The total footage of CCTV performed on the main
- If an additional set up was performed. (Should have a date and footage entry for both upstream and downstream)
- Operator/Contractor comments- Must include information about access issues. MHs not found or buried. Reverse set-ups and any other pertinent notes about the inspection attempt(s)
- Bid item for that pipe segment (bid items researched and agreed upon before start of work)

TA.	FSN	Length	Size	Material	US Node	DS Node	US Run Footage	US Date	DS Run Footage	DS Date	Total Footage	Reverse Setup	Status	CCTV Operator Comments	Bid Item

Example detail section set-up

APPENDIX E

Resident/Business Owner

Door Hanger samples

NOTICE

_____ will
be conducting Closed Circuit
Television (CCTV) on behalf of the
City of San Diego Public Utilities
Department for sewer pipeline in the
following location (s) near you

On the following date (s):

Between the hours of:
_____ am/pm and
_____ am/pm

The CCTV method used will not
require any excavation in the street.
All work is done through the
manholes.

**If you have any questions
please call the Public
Utilities Department at
(XXX) XXX-XXXX**



NOTICE

_____ will
be conducting Closed Circuit
Television (CCTV) on behalf of the
City of San Diego Public Utilities
Department for sewer pipeline in the
following location (s) near you

On the following date (s):

Between the hours of:
_____ am/pm and
_____ am/pm

The CCTV method used will not
require any excavation in the street.
All work is done through the
manholes.

**If you have any questions
please call the Public
Utilities Department at
(XXX) XXX-XXXX**



NOTICE

On behalf of The City of San Diego
Public Utilities Department

_____ would
like to request access to conduct a
Closed Circuit Television (CCTV)
inspection for sewer pipeline in the
following location (s) on your
property:

The inspection is anticipated to take
this long:

The CCTV method used will not
require any excavation. All work is
done through the manholes.

**Please contact (Contractor) at
(XXX)-XXX-XXXX for questions
and to schedule access.**

**If you have any further questions
please call the Public Utilities
Department at
(XXX) XXX-XXXX**



NOTICE

On behalf of The City of San Diego
Public Utilities Department

_____ would
like to request access to conduct a
Closed Circuit Television (CCTV)
inspection for sewer pipeline in the
following location (s) on your
property:

The inspection is anticipated to take
this long:

The CCTV method used will not
require any excavation. All work is
done through the manholes.

**Please contact (Contractor) at
(XXX)-XXX-XXXX for questions
and to schedule access.**

**If you have any further questions
please call the Public Utilities
Department at
(XXX) XXX-XXXX**



APPENDIX F

Daily Field Inspection Log

APPENDIX G

Cleaning Recommendation Log

APPENDIX H

Summary of Monthly Televised by Calendar Year

APPENDIX I

Schedule of Deliverables

**APPENDIX N
CCTV of SEWER MAINS FISCAL YEAR 2020 SCHEDULE OF
DELIVERABLES**

Section	Deliverables	Schedule
City Management Support		
	<p>Meeting Agenda Meeting Minutes</p> <p>Status Reports which include:</p> <ul style="list-style-type: none"> ▪ Review previous Meeting Minutes ▪ Progress of work ▪ Budget ▪ Schedule of work including a one (1) month look ahead with percent complete values provided by Contract Year ▪ Deliverable status ▪ Submitted deliverables ▪ Scheduled deliverables ▪ Project issues including recommended solutions: <ul style="list-style-type: none"> ROW Manhole access coordination Public Information Resolution of previous problems Locations of cleaning and televising difficulties and proposed corrective actions. Red Flags Notifications Blockages/Set Ups Cleaning recommendation and resolutions Other issues ▪ Listing of authorized pipelines with information on the status of work ▪ Projected dates for work to commence and be completed ▪ Areas in need of acceleration. ▪ Project issues 	<p>Agenda: 2 business days in advance of meeting (electronic copy)</p> <p>Minutes: At most 2 business days after meeting (electronic copy)</p> <p>Status Report: Weekly or within 2 business days after meeting on weeks with meetings (electronic copy)</p> <p>Meetings: Bi-monthly or as agreed to by City Project Manager. Meeting to be limited to 2 hours in length.</p>
	<p>Base Schedule</p> <p>Updates to Schedule</p> <p>Summary of monthly footage televised</p>	<p>30 days from NTP of each year</p> <p>Monthly</p> <p>Weekly (Status report)</p>
Project Management		
	<p>Project Management Report detailing the rating system and discussing the project management process, data reporting, and deliverable submittal procedures to be used including invoice format and emergency contact info.</p> <p>Payment Classification</p> <p>Sample of pipe CCTV inspection with Access Database in electronic file. Show video text as well</p>	<p>30 days from NTP of Year 1 (Updated when requested as well)</p>

**APPENDIX N
CCTV of SEWER MAINS FISCAL YEAR 2020 SCHEDULE OF
DELIVERABLES**

Reconnaissance

	Proposed payment classes and any applicable logs	30 days from NTP of each year
--	--	-------------------------------

Public Notification and Relations

	Sample notifications for PUD approval	30 days from NTP of each year
--	---------------------------------------	-------------------------------

Traffic Control Plans and Permits

	Approved Traffic Control Plans for all locations where Traffic Control is required regardless of pipe class one (1) copy	2 working days prior to starting affected activity 5 working days if traffic signal or bus stop will be affected or when a road or alley closure will be required.
--	--	---

Not Used

	Not used	Not used
--	----------	----------

Not Used

	Not Used	Not Used
--	----------	----------

CCTV Inspections of Sewer Mains

	CCTV Inspection Log (Excel format) Task Area Weekly Status Reports Task Area Weekly Blockage Reports	Weekly
--	--	--------

	Pipe Inspection Video with Microsoft Access database in electronic submittal.	At completion of each Task Area
--	---	---------------------------------

Cleaning of Sewer Mains

	Cleaning site recommendation documentation	Weekly with status report
--	--	---------------------------

**APPENDIX N
CCTV of SEWER MAINS FISCAL YEAR 2020 SCHEDULE OF
DELIVERABLES**

Red Flag Notifications

	Red Flag emergency notifications	Within 24 hours of discovery
	Record of Red Flag Submittal	No later than one week from the date of the discovery

Not Used

	Not used	Not used
--	----------	----------

Submittals

	Complete submission of at least 20 miles	60 business days after the classifications are finalized
	Completion of all work in the contract	240 business days from NTP
	<p>All deliverables shall have printed labels for identification and storage</p> <p>USB Hard Drives with Electronic Data</p> <p>Pipe videos in specified format</p> <p>Pipe Inspection Data in PACP 7 standard exchange format. Microsoft Access database format</p> <p>Separate invoice for each Task Area</p>	At the completion of each Task Area

APPENDIX J

Holidays for Calendar Year 2020

HOLIDAYS FOR CALENDAR YEAR 2020

Park and Recreation Department offices and facilities, and most City facilities, will be closed in observance of the following City holidays in 2020.

Wednesday	January 01, 2020	New Year's Day
Monday	January 20, 2020	Martin Luther King, Jr. Day
Monday	February 17, 2020	Presidents Day
Tuesday	March 31, 2020	Cesar Chavez Day
Monday	May 25, 2020	Memorial Day
Friday	July 03, 2020	Independence Day (Observed)
Monday	September 07, 2020	Labor Day
Wednesday	November 11, 2020	Veterans Day
Thursday	November 26, 2020	Thanksgiving Day
Friday	December 25, 2020	Christmas Day

APPENDIX K

Traffic Control Permit

Traffic Control Multiple Location List



**ENGINEERING & CAPITAL PROJECTS
FIELD DIVISION**

Traffic Control Permit

City Stamp

Permit not valid without City Engineer's stamp

PROJECT TITLE: _____

CONTRACTOR: _____

OFFICE CONTACT: _____

PHONE #: _____

SUPERINTENDENT: _____

PHONE #: _____

24 HOUR EMERGENCY PHONE #: _____

FAX #: _____

WBS/ IO #: _____ DRAWING #: _____

TCP SHEETS: _____

MULTIPLE LISTING PAGES ATTACHED : ____

LOCATION: _____ THOMAS BROS. INDEX - PAGE # _____

BETWEEN: _____ AND _____

RESIDENT ENGINEER: _____ PHONE #: _____

WORK DATES:

WORK HOURS:

CONTINUOUS

START: _____ END: _____

START: _____^{am}/_{pm} END: _____^{am}/_{pm}

WORK DAYS: MONDAY THROUGH FRIDAY - WORK HOURS: 8:30 a.m. to 3:30 p.m.
(NO WORK ON SATURDAYS, SUNDAYS OR HOLIDAYS UNLESS APPROVED AND NOTED IN "COMMENTS")
(NO WORK BEFORE 8:30 a.m. OR AFTER 3:30 p.m. UNLESS APPROVED AND NOTED IN "COMMENTS")
(WORK PERFORMED BETWEEN 7:00 p.m. AND 7:00 a.m. REQUIRES A **NOISE ABATEMENT PERMIT**)

TYPE OF WORK: LANE CLOSURE STREET CLOSURE SIDEWALK CLOSURE ALLEY CLOSURE
 PARKING LANE DETOUR TRENCHING FLAGGING

COMMENTS: _____

CITY TRAFFIC CONTROL CONTACT:

(NAME) (PHONE)

PERMIT APPROVED BY:

(NAME) (PHONE)

(SIGNATURE)

SIGNATURE AND WET STAMP REQUIRED

APPLICANT IS RESPONSIBLE FOR FULL AND COMPLETE REPRESENTATION OF THE ACTUAL ROAD CONDITIONS SHOWN ON THIS PLAN INCLUDING, BUT NOT LIMITED TO EXISTING STRIPING, SIGNING, MARKINGS AND SIDEWALKS.

(PRINTED NAME) (PHONE)

(SIGNATURE) (DATE)

AGENT OF: OWNER CONTRACTOR SIGN/BARRICADE COMPANY

PERMIT EXTENSION (Must be attached to original permit form)



ENGINEERING & CAPITAL PROJECTS - FIELD DIVISION

Traffic Control Multiple Location List

PROJECT TITLE: _____

CONTRACTOR: _____ WBS #: _____

City Stamp

Permit not valid without City Engineer's stamp

LOCATION	FROM	TO	START DATE	END DATE	WORK HOURS	THOMAS BROS	TYPE OF WORK †
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		
					8:30 am - 3:30 pm		

† TYPE OF WORK: 1=LANE CLOSURE 2=STREET CLOSURE 3=SIDEWALK CLOSURE 4=ALLEY CLOSURE 5=PARKING LANE 6=DETOUR 7=TRENCHING 8=FLAGGING

COMMENTS: