

0150-10045-0003

TRANSMITTAL

TO The Council	DATE 06/10/21	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**Professional Services Contracts Between Hoffman Southwest Corporation dba
Professional Pipe Services, National Plant Services, Inc. and the Bureau of Sanitation for
Sewer Condition Assessment Services**

Approved and transmitted for processing.
See the City Administrative Officer report attached.



MAYOR

(Ana Guerrero for)

RHL:JPQ:10210015t

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)


To: The Mayor	Date: 10-06-20	C.D. No. All	CAO File No.: 0150-10045-0003
Contracting Department/Bureau: PW/Bureau of Sanitation		Contact: Nancy Lantin (213) 440-8237 Jennifer Ly (323) 342-6027	
Reference: Professional Services Contracts approved by the Board of Public Works on May 5, 2020, referred for report on May 5, 2020.			
Purpose of Contract: To provide sewer condition assessment services.			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Five years from the date of execution with an option for a one year month-to-month extension	
Contract/Amendment Amount: \$20,000,000.00			
Proposed amount \$20,000,000.00 + Prior award(s) \$0 = Total \$20,000,000.00			
Source of funds: Sewer Construction and Maintenance Fund			
Name of Contractor: Hoffman Southwest Corporation dba Professional Pipe Services and National Plant Services, Inc.			
Address: Hoffman Southwest Corporation: 23311 Madero, Mission Viejo, CA 92691 National Plant Services: 1461 Harbor Avenue, Long Beach, CA 90813			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: Hoffman Southwest: 8% National Plant: 17%			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Slavery & Border Wall Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Mayor authorize the Board of Public Works, or designee, on behalf of the Bureau of Sanitation, to execute two professional services contracts with Hoffman Southwest Corporation dba Professional Pipe Services and National Plant Services Inc. for sewer condition assessment services for the term of five years with the option of a one year month-to-month extension and a cost ceiling of \$20,000,000 for both contracts combined, subject to approval of the City Attorney and compliance with the City's contracting requirements.

SUMMARY

In accordance with Executive Directive No. 3, the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute two professional services contracts with Hoffman Southwest Corporation dba Professional Pipe Services (Pro Pipe) and National Plant Services Inc. (National Plant) for sewer condition assessment services for the City's sewer system. The term of the contracts is five years with the option of a one year month-to-month extension. The combined contract ceiling for both contracts is not to exceed \$20,000,000.

Jessica Quach			 City Administrative Officer
JPQ	Analyst	10210015	

Background

The City operates nearly 6,700 miles of sanitary sewers which are connected to the City's four water reclamation plants. Closed circuit television (CCTV) is the primary method used to assess the structural condition of the sewer system. Newer technologies such as sonar and laser profiling, which give a more detailed set of data, are also used for this purpose. Assessing the condition of the sewer system is necessary to identify defects in the pipe and prevent spills or backflow due to blockages. The information obtained from the CCTV is used to address emergency and regular repair needs, assess the quality of sewer cleaning efforts, and for planning and design of the wastewater capital improvement program. In addition to the sewer system, CCTV can also be used to assess the storm drain system.

Contractor Selection Process

The Bureau issued a Request for Proposal for sewer condition assessment on May 10, 2017 and received proposals from Pro Pipe, AIMS Companies LLC (AIMS), National Plant, and Innerline Engineering Inc. (Innerline). The selection committee ranked the proposals based on Record of Past Performance, Operational Proposal, and Cost.

Vendor	Record of Past Performance (30%)	Operational Proposal (40%)	Cost (30%)	Total Score
Pro Pipe	26	35	25	86
AIMS	23	33	21	77
National Plant	21	30	20	71
Innerline	19	28	19	66

After scoring the proposals and conducting interviews with all four potential contractors, AIMS was considered nonresponsive due to missing paperwork. The selection committee chose to award contracts to Pro Pipe and National Services. Innerline was not chosen as the proposal used a methodology for cleaning large diameter pipe that was considered unfavorable.

Scope of Services, Cost, Invoicing, and Payment

As stated in Section 4.4 of the contracts, the scope of services includes:

- Sewer inspection using either CCTV, sonar, or laser profiling as requested by the City;
- Specialized pipe cleaning prior to inspection;
- Storm drain inspection;
- CCTV inspection of sewers in areas where accessibility may be difficult; and,
- Assisting or standing by during emergency situations, as requested by the City.

If cleaning is necessary prior to inspection, the Contractor will use either a hydraulic or mechanical method as described in the contract to remove any debris or blockages found. Any material that results from cleaning, such as roots, debris and blockages created by fats, oils, and grease, will be removed and the Contractor is to maintain records of the quantity and type of materials. The Contractor is responsible for disposal of all materials. If a different method is to be used for cleaning, the Contractor will submit a report of new technologies for the City to review prior to commencing work. Any pipes cleaned shall be restored to 95 percent of its original capacity.

Services are on an as-needed basis and are not a guarantee of work. As such, there is no minimum or maximum number of service requests to be provided by the City. At no time is sewer or storm drain service to be interrupted as the result of routine inspection and cleaning and the Contractor is to comply with the City's Zero Spills policy. In addition, the Contractor may not remove any tree, shrub, plant, or ornamental vegetation without the City's consent. The Contractor is responsible for providing all tools, materials, equipment, and supplies as well as obtaining any permits necessary before the start of work. All data obtained during inspection shall be submitted to the City and records are to be kept for four years after the contract expires.

The cost for services is not to exceed \$20,000,000 for both contracts combined over the six year total term. The breakdown of costs is based on pipe diameter, type of assessment methodology used, and whether or not cleaning is needed prior to assessment. Exhibit 1 in the contracts contains the details of the cost schedule. Invoices are to be based on actual footage of pipe inspected or cleaned. The Contractor agrees to offer a three percent discount for any invoices paid within 30 days. Funding for sewer condition assessment services will be provided by the Sewer Construction and Maintenance Fund, subject to the availability of funds.

Charter Section 1022 and Contract Restrictions

In accordance with Charter Section 1022, the Personnel Department determined that City forces cannot perform the work proposed for contracting. In accordance with the Los Angeles Administrative Code Section 10.5(a), Council approval is required as the term is longer than three years. In accordance with the 2020-21 Cost Containment Measures – Contracting Approval memo dated September 23, 2020, all contracts are suspended unless an exemption can be made. This Office finds that the contracts qualify for exemption for the following reasons:

- Public health and safety – Sewer condition assessment is necessary to identify segments in need of repair and to check the quality of cleanings. Failure to assess the system would potentially lead to pipe failures, leaks or spills.
- Funded by Special Fund – This contract is to be funded by the Sewer Construction and Maintenance Fund. The fund is not subsidized by the General Fund and there are sufficient funds for this purpose.

FISCAL IMPACT STATEMENT

There is no General Fund impact. For Fiscal Year 2020-21, funding in the amount of \$2,280,000 is available for this purpose. The contracts include a clause which limits the City's financial liability to the extent of its appropriation. Funding for subsequent years of this contract will be provided through the City's annual budget process, which is subject to Mayor and Council approval.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies as current operations are funded by current revenues.

BOARD OF PUBLIC WORKS
MEMBERS

KEVIN JAMES
PRESIDENT

AURA GARCIA
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

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M. TERESA VILLEGAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

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TDD: (213) 978-2310
FAX: (213) 978-0278

<http://bpw.lacity.org>

May 5, 2020

BPW-2020-0313

The Honorable Mayor Garcetti
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

**PERSONAL SERVICES CONTRACTS - HOFFMAN SOUTHWEST CORPORATION DBA
PROFESSIONAL PIPE SERVICES, NATIONAL PLANT SERVICES, INC. - SEWER CONDITION
ASSESSMENT**

As recommended in the accompanying joint report of the Directors of Bureau of Sanitation and the Bureau of Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the City Council and Mayor:

1. APPROVE the request that the Board of Public Works be authorized to execute personal services contracts with Hoffman Southwest Corporation dba Professional Pipe Services (Pro-Pipe) and National Plant Services, Inc. (National Plant) to provide sewer condition assessment by closed-circuit television (CCTV) and sewer cleaning services. The term of the proposed agreements shall be for five (5) years. The contract ceiling has been established at \$20,000,000 for five (5) years, which will be divided between the two contractors for the duration of the contracts. National Plant's maximum projected cost is \$16,475,925 and Pro-Pipe's maximum projected cost is \$14,508,050. However, the projected cost is not the set cost as the contract will be paid based on performance of work which will not exceed the established contract ceiling of \$20,000,000; and
2. AUTHORIZE the President or two (2) members of the Board to execute the contracts and return them to Bureau of Sanitation for further processing upon approval of the Mayor and City Council.

(W.O. SZC11252)

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:lc



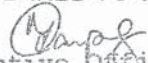
DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
MAY 5, 2020

CD: ALL

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

MAY 05 2020
AND REFERRED TO THE MAYOR


Executive Officer
Board of Public Works
AND REFERRED TO THE CITY COUNCIL

AUTHORITY TO AWARD AND EXECUTE PERSONAL SERVICES CONTRACTS
WITH HOFFMAN SOUTHWEST CORPORATION DBA PROFESSIONAL PIPE
SERVICES AND NATIONAL PLANT SERVICES, INC. FOR SEWER CONDITION
ASSESSMENT BY CLOSED-CIRCUIT TELEVISION AND SEWER CLEANING
(W.O. SZC11252)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and the City Council, with the request that the Board of Public Works (Board) be authorized to execute personal services contracts with Hoffman Southwest Corporation dba Professional Pipe Services (Pro-Pipe) and National Plant Services, Inc. (National Plant) to provide sewer condition assessment by closed-circuit television (CCTV) and sewer cleaning services. The term of the proposed agreements shall be for five (5) years. The contract ceiling has been established at \$20,000,000 for five (5) years, which will be divided between the two contractors for the duration of the contracts. National Plant's maximum projected cost is \$16,475,925 and Pro-Pipe's maximum projected cost is \$14,508,050. However, the projected cost is not the set cost as the contract will be paid based on performance of work which will not exceed the established contract ceiling of \$20,000,000.
2. Upon the Mayor's and City Council's authorization, the President or two (2) members of the Board will execute the contracts.
3. Return the executed contracts to LA Sanitation and Environment (LASAN) for further processing. For pick up, contact Vincent Tan of LASAN at (323) 342-6039.

FISCAL IMPACT STATEMENT

There will be no impact to the General Fund as a result of the proposed contracts. These contracts will be funded by the Sewer Operation and Maintenance Fund and the Sewer Capital Fund.

TRANSMITTALS

1. Copy of the adopted LASAN and Bureau of Contract Administration (BCA) Joint Board Report No.1, dated May 10, 2017, authorizing LASAN to distribute a Request for Proposals (RFP) and to negotiate a contract for sewer condition assessment using CCTV and sewer cleaning.

2. - Copy of the proposed personal services contracts between the City of Los Angeles (City) and Pro-Pipe and National Plant (Contractors).

DISCUSSION

Background

The City operates over 6,700 miles of sewers that serve more than four million residential and business customers. These sewers are connected to the City's four (4) water reclamation plants that process an average of 350 million gallons per day of wastewater. The City must continually monitor the sewer system to ensure that the health of the public and the environment are protected.

CCTV is a vital component of the City's wastewater operations. CCTV equipment can be used to record and inspect sewer pipes, storm drains, or maintenance holes and diversion structures of the sewer system for the following scenarios:

1. Plan, identify, and prioritize the needs for the Capital Improvement Program (CIP);
2. Ensure the quality of sewer cleanings through Clean Water Collection Divisions' quality assurance and quality control program; and
3. Investigate spills for the purpose of identifying natural and human-caused problem sources like root infiltration and fats, oils and grease to assist the operations staff to clean the sewer system more effectively in order to protect public health.

In addition to standard CCTV inspection, the Contractors will be required to employ two additional methods of sewer pipe inspections: sonar and laser profiling. These technologies allow for a more accurate, data-based analysis of the extent of corrosion and debris level in sewer pipes.

Lastly, the Contractors will be required to clean large diameter sewer lines (sewer lines larger than 30 inches diameter) on an as-needed basis.

The current contracts with Pro-Pipe (C-123188) and National Plant (C-123407) expired on April 24, 2019 and June 4, 2019, respectively. LASAN is currently utilizing Letters of Agreement with Pro-Pipe and National Plant for a period of seven (7) months, which expired on February 1, 2020, to allow services to continue uninterrupted. As of the expiration date of the Letters of Agreement, there is no current contract.

The RFP Process

The work solicited by the RFP was to assess the condition of the City's sewer and storm drain system by CCTV inspection or by sonar and laser profiling. In addition, the Contractors may be required to clean the sewer lines to enable complete inspection. Also, as required by the RFP, the Contractors will be asked to clean large diameter lines on an as-needed basis.

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On May 10, 2017, the Board authorized LASAN to distribute an RFP and to negotiate a contract(s) for sewer condition assessment by CCTV and sewer cleaning. (Transmittal No. 1).

On July 12, 2017, LASAN received a total of four (4) proposals in response to the RFP. A selection committee composed of LASAN staff reviewed, evaluated, and rated the proposals based on the evaluation criteria specified in the RFP. The four proposers, Pro-Pipe, National Plant, AIMS/PVIC, CA LLC (AIMS), and Innerline Engineering (Innerline), were evaluated in the areas of knowledge, experience, and cost.

Proposal Evaluations

On March 1, 2018, the selection committee interviewed the four (4) proposers. The proposers were evaluated on the companies' records of past performance, operational knowledge and experience, and proposed contract cost. In addition, references were contacted for each of the four (4) proposers.

Each proposal was reviewed and scored based on the following pre-established criteria as set forth in the RFP. The following is the summary of the results, out of 100 possible points:

Table 1: Proposal Evaluation Scores

Proposer	Record of Past Performance (30%)	Operational Proposal (40%)	Cost (30%)	Overall Score (100%)
Pro-Pipe	26%	35%	25%	86%
AIMS	23%	33%	21%	77%
National Plant	21%	30%	20%	71%
Innerline	19%	28%	19%	66%

Upon completion of the interviews, the committee decided to recommend awarding contracts to Pro-Pipe and National Plant.

RFP Evaluation Discussion

While all four proposers can provide the services required, LASAN staff determined that Pro-Pipe and National Plant both have experience in providing the desired services at the best cost to the City.

For nearly 25 years, Pro-Pipe has provided video inspection, cleaning and rehabilitation of pipelines in a variety of sizes throughout the Western United States. Pro-Pipe proposed the lowest cost for the CCTV inspection for five (5) years and demonstrated extensive knowledge and experience in providing service to the City. Pro-Pipe has been providing the required

services to the City since 2002 and has demonstrated the ability to effectively clean the larger diameter sewer lines. Given their past experience with the City, their responsiveness, and technical ability, Pro-Pipe's proposal was found to satisfy the City's needs.

National Plant has many years of experience in sewer cleaning and inspection in Southern California. National Plant has been providing the required services to the City since 2013 under contract C-123407. National Plant has the lowest price per foot for televising the secondary sewer line, the major component of the contract.

AIMS demonstrated knowledge and experience in providing the services requested in this RFP, and quoted the second lowest CCTV inspection cost for the five (5) year contract term. However, with its proposal, AIMS did not submit a completed CEC Form 55, failing to list four (4) subcontractors performing \$100,000 or more in work, which rendered AIMS' proposal nonresponsive. According to Article 7.16 of the RFP, proposal responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Although AIMS' proposal was nonresponsive as a result of this failure, LASAN requested and AIMS subsequently completed this form, which is required by City law including pursuant to City Charter Section 470(c) and Los Angeles Municipal Code (LAMC) Section 49.7.35 B.3.. The City still required AIMS provide a completed form to fulfill the purposes of the applicable Charter and LAMC sections, including providing transparency to the competitive process and information to those, including campaigns, which are impacted by the contribution ban. AIMS' ultimate submission of a completed form following the proposal deadline, however, does not impact responsiveness. Because its proposal was nonresponsive for the reason noted, AIMS was not selected as a contractor for these services.

Innerline has many years of experience and has references that support their performance. Their proposal contained the highest price for the secondary sewer television assessment which is the major part of the CCTV program. Innerline's methodology for large line cleaning was the least favorable of the four proposers interviewed, and therefore was not selected as a contractor for these services.

As a result, Pro-Pipe and National Plant has been selected as the City's best choices to provide CCTV sewer condition assessment and cleaning services.

Proposed Term of Agreement and Cost Ceiling

The proposed contract term will be for five (5) years from the date of the execution, with a month-to-month extension provision, for a maximum of one year. The total estimated contract ceiling for two (2) contracts (Transmittal No. 2) is \$20,000,000 over the five (5)-year contract term.

Business Inclusion Program (BIP) Outreach Requirements

On January 12, 2011, the Mayor issued Executive Directive No. 14 (ED14) which created the Business Inclusion Program (BIP). It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all

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Other Business Enterprise (OBE) firms an equal opportunity to participate in the performance of all City contracts in accordance with ED14.

All proposals were sent to the LASAN's Centralized Contract Unit (CCU) for evaluation of the BIP outreach requirement. CCU deemed all of the proposers responsive to the City's BIP outreach requirement. This finding was audited by BCA's Office of Contract Compliance which concurred with LASAN's findings.

At the time of distribution of the RFP, the City established the anticipated participation levels for these contracts at five percent (5%) MBE, two percent (2%) WBE, two percent (2%) SBE, two percent (2%) EBE, and two percent (2%) DVBE.

Due to the on-call nature of the contract the proposers did not pledge subcontract amounts and so it is not possible to calculate pledged participation levels. Additionally, Pro-Pipe had no pledged subcontractors at time of bid.

National Plant pledged to utilize two subcontractors on an as-needed basis, and the MBE/WBE/SBE/EBE/DVBE/OBE subcontractor information for National Plant is shown in Table 2 below:

The MBE/WBE/SBE/EBE/DVBE/OBE subcontractors for National Plant are shown in Table 2 below:

Gender/Ethnicity Codes:

AA = African American

SAA = Subcontinent Asian American

C = Caucasian

M = Male

HA = Hispanic American

APA = Asian Pacific American

NA = Native American

F = Female

Table 2: Pledged Subcontractor Participation: National Plant

Subcontractors	MBE/WBE/SBE/EBE/DVBE/OBE	Gender/ Ethnicity	Dollar Amount ¹	(%) of Bid ¹
Power Jet Engineering ²	SBE/EBE	-	-	-
Adler Tank Rentals ³	OBE	-	-	-

¹ This subcontractor was certified as a Local Business Enterprise after proposal submission.

² This subcontractor is a supplier; therefore its Schedule A-listed amount of \$17,750 was credited at 60 percent (60%).

³ This subcontractor is a supplier; therefore, their achieved amounts will be credited at 60 percent (60%).

Notification of Intent to Contract

The required Notification of Intent to Contract was filed with the City Administrative Officer (CAO) Clearinghouse on May 9, 2019.

Charter Section 1022

The CAO issued the 1022 Determination Report on February 2, 2016 and concluded that there was an insufficient number of City staff to perform the work proposed to be contracted.

Approved as to Form

The proposed contracts have been reviewed and approved as to form by the Office of the City Attorney.

Other Policies and Requirements

Pro-Pipe and National Plant Services shall be required to comply with all of the City's requirements including:

- Non-Discrimination, Equal Employment Practices, Affirmative Action Provisions
- Prevailing Wage Ordinance
- Worker Retention Ordinance
- Americans with Disabilities Act
- Insurance and Performance Bond Requirements
- Child Support Obligations Ordinance
- Business Tax Registration Certificate
- Equal Benefits Ordinance
- Slavery Disclosure Ordinance
- Municipal Lobbying Ordinance
- Non-Collusion Affidavit
- City of Los Angeles Contract History
- Los Angeles Residence Information
- First Source Hiring Ordinance
- Living Wage Ordinance
- Contractor Bidder Campaign Contribution and Fundraising Restriction
- Iran Contracting Act of 2010
- Contractor's Use of Criminal History for Consideration of Employment Applications

Disclosure of Border Wall Contracting Ordinance

Contractors shall comply with Los Angeles Administrative Code Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate these Contracts at any time if City determines that Contractors failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

Local Business Preference (LBP) Program

All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those proposers who are certified as an LBE firm. Those proposers who do not qualify as an LBE, but identify qualified LBE-certified subcontractors to perform work under this RFP, will receive a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

The LBP Program, which was established by Ordinance No. 181910, did not have any bearing on the evaluation as none of the proposers were certified local businesses. Therefore, no additional points were applied during the evaluation process.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles's Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with the requirements specified in this ordinance will render the bidders' contracts subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for quality control of these personal services contracts shall submit Contractor Performance Evaluation Reports to BCA upon completion of these contracts.

Contract Administration

Responsibility for the administration of these contracts will be with the Clean Water North Conveyance Division, LASAN.

Headquarters Address and Workforce Information

The headquarters address of Pro-Pipe is 23311 Madero, Mission Viejo, California 92691. The contractor employs 500 people, 84 of which reside in the City of Los Angeles.

The headquarters address of National Plant Services is 1461 Harbor Avenue, Long Beach, California 90813. The contractor employs 62 people, 5 of which reside in the City of Los Angeles.

PROJECT REVIEW BY DIRECTOR (PRD) REVIEW

This project is exempt from PRD approval since this is a recurring activity and is covered under existing policies. Exemption is based on PRD Guidelines and Approval Process.

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STATUS OF FINANCING

There is no impact to the General Fund. These contracts will be funded by the Sewer Operation and Maintenance Fund and the Sewer Capital Fund.

The total cost ceiling for the contracts shall not exceed \$20,000,000. The total assigned funding for the five (5) year contract term is as follows:

Budget FY	Fund No.	Appropriation Unit No.	Contract	Total
19-20	760	50SX82	Cleaning	\$280,000
19-20	761	50SX82	CCTV Condition Assessment	\$2,000,000
20-21	TBD	TBD	Future	TBD
21-22	TBD	TBD	Future	TBD
22-23	TBD	TBD	Future	TBD
23-24	TBD	TBD	Future	TBD
Total				\$20,000,000

Funds and Appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN or designee.

Funding as of the date of this Board Report has been verified and approved by the Director of the Office of Accounting subject to terms and conditions and cash availability described above.


Notwithstanding any other provision of these Contracts, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractors unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in these Contracts.


The Contractors agree that any services provided by the Contractors, purchases made by the Contractors, or expenses incurred by the Contractors in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases, or expenses. The Contractors shall have no obligation to provide any services, provide any equipment, or incur any expense in excess of the appropriation amount(s) until the City appropriates additional funds for these Contracts.

Respectfully Submitted,


ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



LYNDA MCGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration


JOHN L. REAMER JR.
Inspector of Public Works
Bureau of Contract Administration

REVIEWED AND APPROVED BY:


LISA B. MOWERY, Chief Financial Officer
Bureau of Sanitation
Date: 3/7/20

APPROVED AS TO FUNDS:


MIGUEL DE LA PEÑA, ~~interim~~ Director
Office of Accounting
760/50/50SX82 \$280,000
761/50/50SX82 \$2,000,000

APPROVED
By Miguel A. De La Peña at 10:03 am, Apr 23, 2020

Prepared by:
Jennifer Ly, Clean Water North Collection Division
(323) 342-6027

DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 1
May 10, 2017

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

MAY 10 2017


Executive Officer
Board of Public Works

CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS AND TO
NEGOTIATE A PERSONAL SERVICES CONTRACT FOR SEWER CONDITION
ASSESSMENT USING CLOSED CIRCUIT TELEVISION

RECOMMENDATIONS

Authorize the Director of the Bureau of Sanitation (LASAN) to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) for sewer condition assessment by Closed Circuit Television (CCTV).
2. Evaluate the proposals and select the most qualified proposer(s) based on established rating criteria.
3. Negotiate a contract(s) with the most qualified proposer(s).
4. Return to the Board of Public Works (Board) for authority to execute the contract(s).

TRANSMITTAL

1. Copy of the RFP to provide sewer condition assessment using CCTV services.

DISCUSSION

Background

The City of Los Angeles (City) owns and maintains over 6,700 miles of sewers which serve more than four (4) million residential and business customers. These sewers are connected to the City's four (4) water reclamation plants that process an average of 330 Million Gallons per Day (MGD). The City must continually monitor, maintain and repair the sewer system to ensure it operates at an optimal level to protect the health of the public as well as the environment.

CCTV is an important tool to assess the condition of the City's sewers. This method is used to inspect and document the structural conditions of the sewer system and identify the sewers which require repair, rehabilitation or replacement.

Sewer condition assessment by CCTV inspection is essential for prioritizing future capital improvement projects and properly planning sewer projects. Moreover, in collection system operations, CCTV inspection is used as a tool for quality assurance and quality control (QA/QC) of all cleaning activities. It is used to assist with post-spill investigations, investigate and detect sources of fat, oil and grease (FOG), and identify root infiltration problems. It therefore assists LASAN to reduce the occurrence of sewage spills, thereby protecting public health and the environment.

In addition to sewer pipe inspection by CCTV, the Contractor will be required to conduct pipe inspection using two newly developed technologies: sonar and/or laser profiling and sectional/lateral liners when necessary. These new technologies allow better assessment of the extent of corrosion and debris level in sewer pipes, and efficiently repairs sewer lines to keep the collection system in optimal condition.

In October and December 2013, two contractors were retained by the City to perform the CCTV inspection and sewer condition assessment. These contracts (contract nos. C-123188 and C-123407) expired on October 24, 2016 and December 4, 2016, respectively. The City is seeking a qualified contractor(s) to assist in meeting operational, planning and design requirements set forth by the Sewer System Management Plan (SSMP) to protect the public and environment from sewage overflows, and thereby achieve the objectives of the City. The selected contractor(s) shall provide the services outlined below:

1. Performing sewer condition assessment via CCTV inspection (or by sonar/laser profiling in some cases).
2. When directed by the City, clean designated sewer pipes in order to allow the cameras to pass for video inspection, and/or restore the hydraulic conveyance capacity to better serve City constituents.
3. Provide section/lateral lining services to repair defective sewer pipes.
4. Inspect storm drain pipes on rare occasions.

The City may select a single contractor or multiple contractors based on the evaluation of the proposals submitted for this RFP.

Proposed Term of Contract and Cost Estimate

The term of this contract is five (5) years, commencing on the executed and stipulated start date. The ceiling cost of these services is \$20,000,000 over the five-year contract term. Month-to-month extension provisions have also been included in the proposed RFP. The funding will be made available through the normal budgetary process. The source of funds will be from the Sewer Construction and Maintenance Fund.

Request for Proposals

This RFP is a solicitation for proposals from experienced contractors to provide services for the sewer condition assessment and cleaning (Transmittal No. 1). Services shall include but are not limited to sewer condition assessment via CCTV inspection and by sonar/laser profiling; cleaning sewers in order to restore hydraulic capacity and allow inspection of sewer pipelines; sectional/lateral liner rehabilitation; and inspection of storm drain pipes, occasionally.

Rationale for using an RFP

The RFP process is being used in order to solicit the best available specialized and certified services at the most competitive price. The review committee will entertain all proposals in order to determine which proposal(s) will bring the greatest benefits to the City.

Selection Process and Evaluation Criteria

LASAN will form a selection committee to rate the proposal then negotiate a contract(s) with the most responsive proposer(s). LASAN will then return with a recommendation for the Board to review the contract(s) and forward it to the Mayor and City Council for approval. Each proposal will be reviewed and ranked by the review committee using the following criteria:

- Record of past performance – 30%
Experience of the key personnel or others assigned to this contract. Possess proven experience of at least 5 years, and a successful record of assessing sewer condition using CCTV and sewer cleaning methods in excess of 700 miles and 100 miles, respectively. Possess extensive knowledge with performing sonar and/or laser profiling in large sized sewer pipelines, as well as sectional/lateral lining knowledge. Proven customer satisfaction.
- Operational Experience – 40%
Demonstrate superior knowledge, strength, experience, and capabilities in the CCTV field. Ability to demonstrate knowledge of appropriate methods to comply with the performance requirements contained in the RFP. Illustrate compliance with local, state and federal regulations as well as City policies. Possess a high level of responsibility and dedication to deliver a successful project.
- Cost – 30%
Evaluation of the financial strength of the proposer, overall cost based on the cost schedule shown in Appendix A of the RFP, and compliance with all financial requirements set forth in the RFP.

World Wide Web

The RFP will also be posted on the City Web Site, www.labavn.org in compliance with City Council Motion 95-1060-S2.

Compliance with Board RFP Policy

As per Board policy, this RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Business Inclusion Program (BIP)

It is the policy of the City to offer as many subcontracting opportunities to Minority (MBE), Women (WBE), Small (SBE), Emerging (EBE), Disabled Veteran (DVBE), and other (OBE) Business Enterprises as possible in accordance with the Mayor's Executive Directive 14 issued on January 12, 2011. Due to the specialized nature of the services being sought, it is recognized obtaining subcontractors will be challenging. For purposes of this RFP, the City has set overall anticipated participation levels of five percent (5%) MBE, two percent (2%) EBE, and two percent (2%) DVBE.

Proposers submitting a proposal in response to this RFP are required to perform a BIP Outreach using the City's Business Assistance Virtual Network (LABAVN) system. Failure to comply with the City's BIP Outreach requirements will render the proposal non-responsive.

In addition to the BIP Outreach, the Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). The Schedule A must be submitted with the Proposer's proposal. Additionally, during the term of the contract, the contractor must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

Notification of Intent to Contract/Charter Section 1022

The "Notification of Intent to Contract" Form and a request for Charter Section 1022 determination were filed with the CAO (City Administrative Office) Clearinghouse on November 5, 2015. On February 8, 2016, the Personnel Department determined that the scope of work exceeds staffing availability and City forces do not have the expertise needed to perform the work.

Other City Requirements

The selected Proposer(s) will be required to Comply with the Following Provisions:

- Non-Discrimination/Equal Employment Practices/Affirmative Action Program
- Insurance and bond Requirements
- Business Tax Registration Certificate
- Prevailing Wage Ordinance
- Equal Benefits Ordinance
- Municipal Lobbying Ordinance
- Slavery Disclosure Ordinance
- Child Support Obligations Policy
- Americans with Disability Act
- Non-Collusion Affidavit
- Los Angeles Residence Information

Local Business Preference (LBP) Program

All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. Those Proposers who do not qualify as an LBE, but identify qualified LBE-certified subcontractors to perform the work under this RFP, will receive a one percent 1% preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, the appropriate City personnel responsible for the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of the contract.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contract Responsibility Ordinance 3173677, [Article 14, Chapter 1, Division 10, L.A.C.C.]. Failure to comply with all requirements specified in the Ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

Peak Hour Construction and Right-of-Way Obstruction Regulations

All contractors must comply with the requirements specified in the Los Angeles Municipal Code (L.A.M.C.) Section 62.61 related to peak hour traffic restrictions, unless an exemption from the peak Traffic Hours Prohibition is approved.

Contract Administration

Responsibility for the administration and management of this Contract will rest with the Wastewater Collections Systems Division of LASAN.

FUTURE ACTION

Upon authorization by the Board, the RFP will be posted on the labavn.org. A review committee consisting of City staff will evaluate the proposals received. After evaluation, the most responsive proposer(s) will be selected, interviewed, and ranked. Negotiations with the most qualified proposer(s) will then follow.

Subsequent to the negotiation of the contract(s), LASAN will return to the Board for authority to award and execute the contract(s) based upon the highest ranked and the most qualified contractor(s).

STATUS OF FINANCING

No funding is required in Fiscal Year 2016-17. Specific funding information will be provided in the A0warding Board Report. Funding sources will include the Sewer Operations and Maintenance Fund No. 760, the Sewer Capital Fund No. 761, and the Stormwater Pollution Abatement Fund No. 511.

Compliance Review Performed
and Approved By:



Hannah Choi, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Respectfully Submitted



ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation

JOHN L. REAMER, JR., Director
Bureau of Contract Administration

Prepared by:
Carmelo Martinez, WCSD
(323) 342-6040

CONTRACT NO. C-_____

SERVICE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
NATIONAL PLANT SERVICES, INC.
FOR
SEWER CONDITION ASSESSMENT USING
CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION

SEWER CONDITION ASSESSMENT USING CCTV INSPECTION

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SEWER CONDITION ASSESSMENT USING CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "NATIONAL PLANT SERVICES, INC." hereinafter referred to as the "CONTRACTOR"; is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY has a need for services for sewer condition assessment;
and

WHEREAS, the CITY is committed to providing uninterrupted wastewater conveyance and treatment service to the citizens of Los Angeles; and

WHEREAS, the CONTRACTOR'S services are deemed to be vital to meet the CITY'S commitment to protect public health, safety, and the environment; and

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide services for condition assessment by closed-circuit television (CCTV) or sonar and/or laser profiling of the sewer pipelines, and occasionally, of the storm drain system during the course of a five (5) year period; and

WHEREAS, the CONTRACTOR may also be asked to occasionally clean the sewer pipelines to allow the camera to pass for assessing the pipe condition; and

WHEREAS, on May 26, 2017, the Board of Public Works authorized LA Sanitation and Environment (LASAN) to distribute a Request For Proposals (RFP) for sewer condition assessment using CCTV inspection, and to negotiate a contract with a qualified proposer; and

WHEREAS, on June 28, 2017, LASAN received four proposals in response to the RFP; and

WHEREAS, CONTRACTOR was deemed one of the most qualified proposers with the best experience and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, the CONTRACTOR meets the federal, state, and local requirements to perform professional engineering work; and

WHEREAS, the services to be provided by the CONTRACTOR are of an expert and technical nature;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one contractor, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

AGREEMENT/CONTRACT	This contractual agreement between the CITY and NATIONAL PLANT SERVICES, INC.
BOARD	The Board of Public Works of the City of Los Angeles
CALENDAR DAYS	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight
CCTV	Closed-circuit television (CCTV) is used to assess the condition of the sewer and storm drain pipelines. Terms such as CCTV inspection, condition assessment, condition inspection,

	inspection, television and the like may also be used in this CONTRACT in reference to CCTV.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this AGREEMENT
CONTRACTOR	NATIONAL PLANT SERVICES, INC.
CWNCD	Clean Water North Collection Division, LA Sanitation and Environment, Department of Public Works, City of Los Angeles
CWSCD	Clean Water South Collection Division, LA Sanitation and Environment, Department of Public Works, City of Los Angeles
DIRECTOR	Director of LASAN or his/her designated representative
EASEMENT/RIGHT OF WAY	The location of a sewer line in backyards, parks, public and off-road locations, or other areas which are typically more difficult to access than sewers located beneath street surfaces. Also, the right of utility companies and municipal agencies to access maintenance holes and sewer lines which are located on private property.
FOG	Fats, Oils and Grease
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated and observed as such by the CITY
LASAN	LA Sanitation and Environment, Department of Public Works, City of Los Angeles
LASER PROFILING	Pipe inspection technology used in conjunction

	with CCTV that can analyze the shape and condition of a pipeline
MBE/WBE/SBE/EBE/DVBE/OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises
MH	Maintenance hole; a vertical structure that provides access to a sewer pipe for the purpose of conducting CCTV inspection, pipe cleaning work, and other operational and maintenance activities
SECTIONAL LINER/ CURED-IN-PLACE LINER	A pipe liner that is inserted into a sewer for the purpose of restoring the structural integrity of a CITY pipe. This repair methodology extends the life of the sewer pipe.
SONAR PROFILING	Pipe inspection technology that can be used to provide visual information on internal pipe conditions below the waterline in submerged and semi-submerged pipelines
STOPPAGE	A partial or complete interruption of flow as a result of some obstruction in a sewer; commonly called a blockage
SUBCONTRACTOR	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR

ARTICLE 3 – PROJECT DESCRIPTION

The CITY owns, maintains, and operates one of the largest wastewater systems in the nation. LASAN is responsible for operating and maintaining the sewer collection system located throughout the CITY, which spans approximately 6,500 miles. In order to continue uninterrupted wastewater conveyance and treatment service to the citizens of Los Angeles, protect public health and safety, and protect the environment, there is a constant need to inspect pipe conditions.

Sewer condition assessment by CCTV is required to determine the structural condition of pipes, address regular and emergency repair needs, and determine the quality and frequency of sewer cleaning activities in an effort to reduce spills. The main purpose of this CONTRACT is to use CCTV equipment to inspect sewer or storm drain lines, which make up the CITY'S wastewater collection and storm drain systems. It is estimated that

approximately 400 miles of pipeline will be inspected per year as part of this CONTRACT.

The primary service required for this CONTRACT is to inspect sewer pipe conditions using specialized CCTV equipment in pipes ranging from six (6) inches to over forty-eight (48) inches in diameter. CCTV inspection is accomplished by inserting a small camera into the pipe and recording all the defects and imperfections of the sewer or storm drain very clearly so that all the defects are visible. If the CONTRACTOR is unable to inspect the entirety of the line, CCTV assessment must be attempted from the reverse side.

On occasion, the CONTRACTOR will also be requested to perform the following tasks:

- CCTV inspection of sewers in areas where accessibility may be difficult, namely easements
- Assisting or standing by during emergency situations as requested by the CITY
- Performing laser or sonar profiling when required, which can provide greater detail as compared to standard CCTV footage
- Perform cleanings of certain sewer lines in order to allow inspection equipment to pass through for assessing a pipe's condition

The term of the CONTRACT is five (5) years commencing on the executed and stipulated start date. The CONTRACTOR shall provide all labor, equipment, and materials to perform the services upon request by the CITY.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

- 4.1 The CONTRACTOR shall perform the services described in Article 4.4. The CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.
- 4.2 The CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.
- 4.3 Retention of Records, Audits, Reports
The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT in their original form or as otherwise approved by the CITY. These records shall be retained for a

period of no less than four (4) years from the later of the following: (1) final payment made by the CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. The CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format (e.g. USB flash drive) at the expiration or termination of this CONTRACT.

4.4 Scope of Services

Services shall include, but not be limited to, the following:

- The CONTRACTOR shall furnish all labor, tools, equipment, materials, and supplies required for the performance of the CCTV inspection, SONAR/LASER PROFILING, and cleaning of sewer lines/storm drain lines requested by the CITY as specified hereafter.
- In the event CCTV inspection or SONAR/LASER PROFILING cannot be performed due to major debris accumulation and/or blockage, the CONTRACTOR may be directed to perform cleaning activities prior to the inspection. The CONTRACTOR shall provide corrective services within sixty (60) CALENDAR DAYS without charge to the CITY for service which (1) fails to meet the standards and the specific guarantee requirements set forth in this Article, and (2) is reported to the CONTRACTOR in writing. Should the CONTRACTOR fail or refuse to perform promptly its obligations under this warranty, the CITY may render or undertake the performance thereof and the CONTRACTOR shall be liable for any expenses thereby incurred.

4.4.1 Requirements to perform the work

The CONTRACTOR shall be advised that inspection, operation, and cleaning shall not result in the interruption of sewage/storm drain service to any customer in the CITY. Sewage must be controlled within the pipeline at all

times.

The CONTRACTOR shall maintain proper license(s) by the state of California to perform the required services during the period of this AGREEMENT.

The CONTRACTOR shall obtain and retain all necessary permits and observe all standard rules of safety for pedestrian and traffic control in accordance with local laws and accepted practice. Additionally, the CONTRACTOR shall demonstrate the knowledge of current safety requirements for confined space entry.

The CONTRACTOR shall observe and comply with the CITY'S policy of Zero Spills.

4.4.2 Data submission

The CONTRACTOR shall provide an electronic copy of all field inspection and cleaning to be inputted into the CITY'S computer in a format compatible with the CITY'S existing program. For the purpose of backup, a copy of the completed log sheets shall be kept by the CONTRACTOR for up to four (4) years after the CONTRACT expires or is terminated.

The CONTRACTOR shall provide video--including narration--identifying the pipe segment by MH number and street location. The narration shall verbally identify all connections, general conditions of the sewer, problem areas, location of all connections or problem areas by linear footage, and observations concerning the condition of the pipe joints. Records of the daily work, inspection logs and the video records shall be prepared and forwarded to the CITY on a weekly basis. The video recordings will become the property of the CITY.

The CONTRACTOR shall progress with the work in an orderly manner at appropriate times, not to interfere excessively with the normal routine of the neighborhood. A schedule of work shall be submitted to the CITY for review and approval prior to setting up for work, if requested.

4.4.3 Jobsite responsibilities

The CONTRACTOR shall reseal all MH encountered that were previously sealed for the control of odors or entry of extraneous water.

The CONTRACTOR shall notify and request the CITY for assistance, if needed, with the removal, dismantling, and/or replacement of any special equipment such as flow monitors or diversion gates within the MH structures.

The CONTRACTOR shall not remove any trees, plants, shrubs, or ornamental vegetation without the written consent of the CITY.

The CONTRACTOR shall be fully responsible for the job site, the scope of work of this CONTRACT, and will be subject to the direction of the CITY PROJECT MANAGER.

4.4.4 Rules and regulations of the permit and reimbursement

The CONTRACTOR shall observe and comply with all Federal, State, and local laws ordinances, codes, orders, and regulations that in any manner affect the performance of the work, specifically as it relates to sewage spills.

The CONTRACTOR shall be responsible for obtaining the "Encroachment Permit" required by the California Department of Transportation (Caltrans) when performing work on any State highway, and will be reimbursed for the cost including the agreed upon handling fee included in the "Project Cost Schedule" (Exhibit A).

The CONTRACTOR shall respond to requests from the CITY to assess the sewer condition under emergency situations. Extra time spent by the CONTRACTOR due to standby or coordination with CITY staff will be compensated by the agreed upon unit costs included in Exhibit A.

4.4.5 Emergency response

In emergency situations, the CONTRACTOR shall respond within twenty-four (24) hours to special requests issued by the CITY for CCTV inspection and/or cleaning. The CONTRACTOR shall respond within one week for special requests for sonar/laser profiling and/or non-emergency cleaning work. The CONTRACTOR shall have full-time personnel

experienced in CCTV/videotape review, and/or sonar/laser profiling, readily available to respond within the time limits noted above.

The CONTRACTOR shall be prepared to perform sewer condition assessment and cleaning services immediately upon execution of this AGREEMENT by the CITY.

Except as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party.

4.4.6 No Guarantee of Minimum Work

The services for this CONTRACT shall be requested by the CITY on an as-needed basis. The CITY is not obligated to provide any minimum or maximum number of service requests to the CONTRACTOR under this CONTRACT. Nothing in this document or elsewhere in the CONTRACT documents shall be construed as obligating the CITY to do so.

4.4.7 Sewer Condition Assessment

The CONTRACTOR shall make a video recording of the television inspection and supply one copy to the CITY PROJECT MANAGER as needed. All data video recording(s) will become the sole property of the CITY without restrictions of future use, duplication, modification, and dissemination. The CONTRACTOR shall have no vested rights to the completed work and may not sell or reuse it without the CITY'S permission. The project data furnished to the CONTRACTOR for the use in rendering project services shall remain the sole property of the CITY. The CONTRACTOR may not sell or reuse data without the written permission of the CITY.

When LASER PROFILING is requested to survey the pipe along with the CCTV camera, the CONTRACTOR shall create pipeline reports containing measurements of faults and other features inside the pipeline, including but not limited to pipe size, laterals, and water levels, as well as automatic analysis of pipe shape and pipe available capacity up to thirty (30) times

per second.

When SONAR PROFILING is requested, the CONTRACTOR shall create pipeline reports containing visual profile, profile comparison, and dimension data of significant defects. The report shall include the longitudinal pipeline cross sections showing the crowning and/or debris profile.

4.4.8 Equipment

The CONTRACTOR shall provide equipment capable of utilizing the electronic data (EDS) computer entry system. The camera shall be 100% operable and specifically designed for in-sewer inspection of sewer lines/storm drain lines ranging from 6 inches to 150 inches in diameter. The camera shall produce a continuously-monitored picture with a high enough resolution and quality to discern small hairline cracks and other minor or major defects in the sewer and storm drain lines. It should be equipped with a ring of low intensity lights around the camera to obtain maximal peripheral vision and mitigate fogging while the footage is captured during CCTV inspection.

A nationally recognized testing laboratory must approve all electrical equipment--including the CCTV cameras--for use in hazardous locations and wet environments. This equipment must be approved for use in Class I, Division I, and Group D. Hazardous Locations as defined by the National Fire Protection Association (NFPA) Code 820-1999.

The CONTRACTOR shall have the ability to communicate with its crew at all times (i.e., cellular phone, radio, etc.).

The CONTRACTOR shall have replacement equipment available within twenty-four (24) hours in the event of equipment breakdown.

The laser profiler shall be able to attach to a CCTV camera to capture and record a video of the laser profile, as well as use machine vision software to analyze CCTV images. It shall be capable for use in pipes six (6) inches to seventy-two (72) inches in diameter and have an accuracy of plus or minus 0.5% of the pipe's diameter.

The sonar profiler shall be able to operate in submerged and semi-

submerged pipelines from eight (8) inches to eighteen (18) inches in diameter, and must be able to be used with CCTV or laser to provide simultaneous image of the pipe (both above and below waterline). The head of the sonar and its transducer shall be capable of looking sideways at angles perpendicular to the direction of the motion through the pipe, resulting in a cross-sectional view of the pipe in real time.

4.4.9 Installation

The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition, but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).

As the camera approaches a lateral connection or substantial defect, the camera progress shall be halted and the camera lens panned to further view the lateral pipe and connection (including looking up the lateral) or defect and thoroughly evaluate its condition.

Manual winches, power winches, TV cable-powered rewind, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the line. In the event that the CCTV camera will not pass through the entire MH section during the inspection operation, the CONTRACTOR shall re-set their equipment in a manner so that the inspection can be performed from the opposite MH. If the camera fails to pass through the entire section despite such re-setting, the CONTRACTOR shall notify CWNCD/CWSCD maintenance yard immediately.

If the CONTRACTOR encounters a condition where public safety is threatened during the CCTV inspection such as, but not limited to, a pipe hole, pipe collapse, STOPPAGE, blockage, and/or eminent sewer spill, the CONTRACTOR shall provide a video tape copy of the section of line containing said condition to the CITY PROJECT MANAGER within twenty-four (24) hours of the encounter.

If the camera is jammed inside the sewer and cannot be retrieved during the CCTV inspection, the CONTRACTOR shall not excavate the pipe to retrieve it. The CONTRACTOR shall inform CWNCD/CWSCD immediately for assistance. It is CONTRACTOR'S responsibility to remove the camera

without damaging the sewer.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two MH of the section of being inspected to ensure that adequate communication exists between members of the crew.

Footage measurements shall begin at the centerline of the upstream MH, unless specific permission is given to do otherwise by the CITY PROJECT MANAGER.

Accuracy of the measurement shall be checked by the CONTRACTOR daily by use of a walking meter, roll-of-tape, or other suitable device.

The date of the inspection, the structural number of the upstream and downstream MHs corresponding to the line section being inspected, and a continuous forward and reverse footage readout of the camera distance from the MH of reference shall be continuously displayed on the monitors.

The installation of the profiling sonar shall allow the inspection of siphons and shall be able to be deployed upstream and downstream from an inlet or outlet MH.

4.4.10 Documentation of Television/Profiling Results

An executive summary of the CCTV inspection or a preliminary report for the SONAR/LASER PROFILING shall be provided in a format acceptable to the CITY and shall be provided within one (1) week from the completion of the inspection. A final report for the SONAR/LASER PROFILING shall be submitted to the CITY PROJECT MANAGER within four (4) weeks from the completion of the inspection. The executive summary shall clearly identify the location, in relation to adjacent MHs (i.e., stations), of each lateral connection discovered. In addition, other data of significance, including the locations of unusual conditions, cracks, misalignments, collapsed sections, presence of debris and deposits, and other discernible features shall be included as brief and informative comments regarding the condition of the sewer or storm drain.

During CCTV inspection activities, the CONTRACTOR shall complete

both a written and electronic pre-formatted log sheet using the CCTV inspection defect code manual and submit them to the CITY within one (1) week after the assignment was made to the CONTRACTOR. Both the television inspection defect code manual and the pre-formatted log sheet will be provided to the CONTRACTOR by the CITY.

The CITY reserves the right, at its discretion, to convert the written report to digitized form. At the time the CITY makes such a determination, the CONTRACTOR will be required to provide the documentation in the new format without extra cost to the CITY.

The CONTRACTOR shall record a color video of the sewer in digital format. A copy of the video shall be provided to the CITY on a hard disk or flash drive. Said copy shall be provided to CWNCD/CWSCD within one (1) week after the job is assigned to the CONTRACTOR. For emergency requests, the CONTRACTOR shall have the ability to provide the copies of the digital recordings to the CITY within twenty four (24) hours after the assignment was made to the CONTRACTOR. The CONTRACTOR shall have all digital recordings and necessary playback equipment readily accessible for review by the CITY PROJECT MANAGER through the duration of the CONTRACT. The video shall give clear pictures of the conditions of pipelines that require cleaning or have any other structural problems. Digital video recordings deemed unacceptable by the CITY shall be reproduced by the CONTRACTOR at no cost to the CITY. The CITY reserves the right to change the video recording requirements, stated herein, provided reasonable notice is given to the CONTRACTOR.

CCTV recordings shall include the following visual and auditory information:

Visual:

- Work order number
- MH I.D. numbers
- Pipe material
- Date of CCTV inspection
- Current distance along reach (tape counter footage)
- Printed labels on tape container and tape cartridge including location, date format, and other descriptive information

Audio:

- Date of CCTV inspection
- Verbal confirmation of upstream and downstream MH ID numbers
- Verbal description of pipe size, type, and pipe joint length
- Verbal description and location of each defect
- Verbal description and location of each lateral connection

4.4.11 Acceptable CCTV Standard

The television inspection and condition assessment of the sewer or storm drain pipe shall be conducted per the requirements stated in this CONTRACT. The picture of the television inspection should be clear for the CITY to assess the condition. The record and the documentation of the CCTV inspection submitted to the CITY should be correct and complete.

If at any time the CITY is not satisfied with the quality of the CCTV inspection conducted by the CONTRACTOR, the CONTRACTOR shall re-record the pipe or resubmit the records at no extra cost to the CITY within 24 hours. The CONTRACTOR'S substandard work as evaluated by the CITY may also result in the CITY terminating the CONTRACT.

4.4.12 Submittal of Television and Sonar/Laser Profiling Results

Digital videos, written reports, and SONAR/LASER PROFILING reports shall be submitted to the address below, or to any other location requested by CWNCD/CWSCD and/or the CITY PROJECT MANAGER:

LA Sanitation and Environment
Clean Water North Collection Division
Attention: PAUL BLASMAN
CCTV Program Manager
2714 Media Center Drive
Los Angeles, CA 90065

4.4.13 Sewer Cleaning

Sewer cleaning and maintenance methods depend on the characteristics of the wastewater being conveyed to the water reclamation plant, fluctuations in wastewater flows, alignment or grade of the sewer, pipe

material, and condition of the sewer. There are two distinct cleaning methods to cleaning sewers and clearing and preventing stoppages: hydraulic and mechanical:

- A. The hydraulic cleaning method shall clean the sewer with water that is pressurized by a machine to produce high water velocities. The hydraulic cleaner used by the CONTRACTOR must be a high velocity sewer cleaner. These velocities shall be high enough to wash most FOG, grit, and debris found in sewers and leave the pipe clean. High velocity sewer cleaners rely on jets of high water velocity water squirting from a nozzle at the end of a hose in a sewer. High water velocity cleans the walls of the sewer and pushes the water and debris downstream where it shall be removed at the MH.
- B. The hydraulic cleaning method shall consist of equipment with the ability to clean sewers using high water velocities produced by pressurized water.
- C. The mechanical cleaning method shall consist of equipment with the ability to clean and clear stoppages in sewers by scraping, cutting, pulling, or pushing the material out of the pipe. Mechanical cleaning equipment shall include but not be limited to bucket machines, power rods, hand rods, and winches for pulling scrapers, porcupines, and swabs. Mechanical devices are more effective at clearing than at cleaning sewer lines. The CONTRACTOR shall thoroughly flush the sewer pipe in order to remove all remaining debris.

4.4.14 Material Removal

All dirt, sand, rocks, FOG, and other solid or semi-solid material resulting from the cleaning operation of the sewer lines shall be removed at the downstream MH of the section being cleaned. The CONTRACTOR shall maintain records of the quantities of material from each section inspected, and shall retain these records and have them readily accessible for review by the CITY for the duration of the CONTRACT, and for a period of an additional four (4) years after the CONTRACT has expired. NOTE: debris levels in the sewer system can vary substantially. It is not uncommon for

sewers to have debris levels of one quarter (1/4) or one half (1/2) of the full pipe diameter.

4.4.15 Material Disposal

All solids or semi-solids resulting from the cleaning operations shall be removed daily from the site and disposed of by the CONTRACTOR. Unless arrangements are made by the CITY for the CONTRACTOR to dispose of these materials at a CITY facility, CONTRACTOR shall haul these materials to an appropriate disposal site. CONTRACTOR will be compensated for the dump fee at the site other than the CITY facility. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, etc. on the job site beyond a single workday, except in completely enclosed containers and as approved by the CITY PROJECT MANAGER. The CONTRACTOR shall meet all federal and state requirements for cleaning and disposal of material to the appropriate disposal site.

The CITY reserves the right to modify the application of the cleaning method at any time. The CONTRACTOR shall provide all labor, equipment, and material needed to thoroughly clean and maintain the required sewers.

4.4.16 Substitutes and Proven Equivalents

The CITY will consider use of any substitute or equivalent technologies, procedures, methods or materials. Should the CONTRACTOR wish to use other methods other than as specified herein, the CONTRACTOR shall submit to the CITY for review comprehensive descriptive literature describing the proposed new technology, procedures, methods or materials. In the event such substitute methodologies prove not to meet the cleaning standards set forth herein, the CITY reserves the right to reject equivalent methods which were submitted or previously approved. No substitutions are permitted without the CITY'S advance written approval where reasonably practical.

4.4.17 Acceptable Performance Standard

Sewer pipes ranging from 6 to 60 inches shall be restored to a minimum of 95% of its original capacity as measured by pipe diameter and cross

section that the CONTRACTOR is directed to clean before CCTV or SONAR/LASER PROFILING. If any cross section has more than 5% of the area blocked after a cleaning has been performed, the CONTRACTOR will be required to re-clean the pipe. Redeploying CCTV or SONAR/LASER PROFILING equipment may also be required at the CITY PROJECT MANAGER'S discretion. The additional work necessary to demonstrate the compliance shall be at no cost to the CITY.

The acceptable performance standard applies only to sewer stoppages caused by FOG, debris, roots, and foreign matter. It does not apply to stoppages caused by flat, collapsed, or deformed pipes, or flooding caused by a surcharged or clogged sewer section downstream of the guaranteed sewer section. The decision of the CITY as to the cause of a stoppage is binding.

Any time the CITY is not satisfied with the cleaning quality or performance of the CONTRACTOR, the CITY can terminate cleaning activities or the entire CONTRACT at any time. The CONTRACTOR shall only be paid for the actual work performed up to the termination of the CONTRACT.

4.4.18 Documentation of Sewer Cleaning

Upon completing the sewer maintenance cleaning, the CONTRACTOR shall prepare a report of the sewer cleaned. A hard and electronic copy of the report shall be submitted with, at minimum, the following information:

- Report date
- Project identification, e.g. Project A - Hollywood Area Sewer Map 468
- Date of cleaning
- Upstream and downstream MH numbers
- Pipe diameter
- Pipe material
- Footage
- Method of cleaning used in each sewer reach
- Date of sewer condition assessment
- Special conditions or observations found by cleaning crew

In order to ensure the proper operation and maintenance of the CITY'S sewer system, it is essential that accurate records of performance be

maintained. It is imperative that the CONTRACTOR accurately report all work accomplished, especially the condition of the pipeline after cleaning. All required records shall be completed daily, while a complete, written report shall be submitted to the CITY on a weekly basis. All requests for payment must be accompanied by the completed work orders and report in order for the request to be processed. In an effort to ensure consistency in reporting, the table of condition codes presented below is to be utilized by CONTRACTOR'S cleaning crews.

Table of Condition Codes

Cause of Blockage	Extent of Observable Blockage			
	Clear	Light	Moderate	Heavy
Grease	No observable grease	<ul style="list-style-type: none"> - Milky white liquid - No observable chunks 	<ul style="list-style-type: none"> - Small chunks/no "logs" - 1-2 passes required to clean - Requires cleaning <2 times per year 	<ul style="list-style-type: none"> - Large chunks/logs - Operator concern for downstream clogging - >30 mins to clean - >4 passes required to clean - Requires cleaning 3-4 times per year
Grit/ Debris	No observable grit or debris	<ul style="list-style-type: none"> - <2 gallons removed - 1 pass sufficient to clean 	<ul style="list-style-type: none"> - Less than 5 gallons removed - 1-2 passes required to clean - Requires cleaning <2 times per year 	<ul style="list-style-type: none"> - >5 gallons removed - Operator concern from downstream clogging - >30 mins to clean - >4 passes required to clean - Requires cleaning 3-4 times per year
Roots	No observable roots	<ul style="list-style-type: none"> - Only thin/stringy roots captured in nozzle - 1 pass sufficient to clean 	<ul style="list-style-type: none"> - Thin/stringy roots are captured in trap; no large clumps - 102 passes required to clean - Requires cleaning <2 times per year 	<ul style="list-style-type: none"> - Thick roots present; large clumps - Operator concern for downstream clogging - >30 mins to clean - >4 passes required to clean - Requires cleaning 3-4 times per year

4.4.19 Performance Guarantees

The CONTRACTOR is required to make the following performance guarantees to the CITY and assume liability for all associated performance damages as specified. As security for performance under the terms of the documents of this CONTRACT, the CONTRACTOR shall

furnish, upon execution of a personal services contract with the CITY, a performance bond or equivalent security in a form acceptable to the CITY. The term of the performance bond or approved equivalent shall be for the life of the personal services contract to cover the total cost included in Exhibit A, "Project Cost Schedule".

4.4.20 Spill Provisions

The CONTRACTOR shall observe and comply with the CITY'S policy of "ZERO SPILLS" adopted by the BOARD on June 28, 1998. In the event that an emergency should arise during cleaning activities, the CONTRACTOR shall contact the CITY immediately. Liability for sewage spills due to CCTV inspection, or cleaning work which results in damage to private facilities or properties by this action, shall be the CONTRACTOR'S responsibility.

The CONTRACTOR shall develop and submit to the CITY PROJECT MANAGER, for review and approval, a written Spill Response Plan, prior to performing any work specified in this CONTRACT. The Spill Response Plan shall be developed to respond to any sewage spill related to the work being performed for this CONTRACT. This includes, but is not limited to: 1) arranging for an emergency response unit comprised of emergency response equipment and trained personnel to be immediately dispatched to the job site in the event of a sewage spill(s); and 2) developing and including an emergency notification procedure which includes an emergency response roster with telephone numbers and arrangements for backup personnel and equipment and an emergency notification roster of the designated CITY representatives. The CONTRACTOR shall designate a primary and secondary representative and include their respective phone numbers and cellular phone numbers. The CONTRACTOR'S representatives shall be accessible and available at all times to respond immediately to any related emergency.

If there is a sewage spill while the CONTRACTOR is performing inspection or cleaning, the CONTRACTOR shall act immediately, without instructions from the CITY or CITY PROJECT MANAGER, to control the spill and take all appropriate steps contain it in accordance with their Spill Response Plan. The CONTRACTOR shall then immediately notify the CITY representatives of the spill and all actions taken. The CONTRACTOR shall, within three (3) business days from the occurrence

of the spill, submit to the CITY and/or CITY PROJECT MANAGER a written confirmation which shall include the following information related to the spill: the location on a map; the nature and volume; the date and time; the duration; the cause; the type of remedial and/or clean up measures taken and the date and time of implementation; the corrective and/or preventive actions taken; and the water body impacted and results of any necessary monitoring. Requests for additional compensation for the handling of the spill shall be submitted to the CITY PROJECT MANAGER as a claim. The CONTRACTOR shall assure the validity and accuracy, of the claim under penalty of perjury. The CITY and/or CITY PROJECT MANAGER may institute further corrective actions, as deemed necessary, to fully comply with existing law, ordinance, code, order, or regulation. If it is determined by the CITY that the spill was caused by the negligence of the CONTRACTOR, the CONTRACTOR shall be responsible for all costs incurred for the corrective actions.

4.4.21 Service Area/Clean-Up

The CONTRACTOR may only draw water from the public water supplies at locations and using procedures approved by the CITY. Sewer service to homeowners shall not be interrupted. The CONTRACTOR must be aware that excessive discharge pressure, and/or excessive quantities of water may enter houses or travel up forward clean-outs onto residential or commercial lawns. The CONTRACTOR shall respect the rights of the property owner and not enter private property without first obtaining permission from the owner of the property. Some lines are located in easements that are difficult to access. In such instances, the CONTRACTOR must make arrangements with the CITY PROJECT MANAGER to complete the work for all pipe sections.

4.4.22 Scheduling

For non-emergency CCTV or cleaning requests, the CONTRACTOR shall submit a schedule to the CITY PROJECT MANAGER, at least one (1) week in advance, prior to performing the planned work. No sewer cleaning shall be performed unless the CITY has received this schedule and has given its written authorization to proceed.

The CONTRACTOR must schedule all work for each sewer listed beginning at the most upstream end and proceeding in a downstream

direction until all work on that sewer is completed. Sewer cleaning may only be performed on sewers with a flow level of 75% or less of the pipe diameter. The CONTRACTOR shall notify the CITY of any sewer flow that exceeds a flow level of 75% at the close of the business day.

All work shall be performed during normal business hours observed by the CITY (7:00 am to 4:00 pm Monday through Friday). Work during other hours, weekends, or HOLIDAYS, may only be performed with written permission from the CITY. The CITY reserves the right to inspect all work as it is performed and to reject any work that in the opinion of the CITY is defective in workmanship and materials. In the event that the CITY deems the work performed defective in workmanship, the CITY can halt or terminate the work of the CONTRACTOR at any time. In the event that the work schedule proposed by the CONTRACTOR places the CITY at an inconvenience with respect to the inspection of the work, the CITY may require the CONTRACTOR to halt or delay the work, reduce the number of crews on the job, or take any other steps deemed necessary by the CITY to enable the CITY to exercise the right to inspect. The CITY reserves the right to rearrange the CONTRACTOR'S schedule as needed to accommodate emergency work or other activity that may need to be performed in sewers scheduled to be cleaned.

4.4.23 Property Damage Caused by the Contractor

Should any damages be caused to public or private property by the CONTRACTOR or his employees or agents, the CONTRACTOR will be required to make repairs immediately and return it to its original condition or better. The CITY may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from monies due, or to become due, to the CONTRACTOR under this or any other CONTRACT with the CITY. All repairs and/or replacements must be performed to the satisfaction of the CITY.

4.4.24 Protection of Water Reclamation Plant and Receiving Waters

The CONTRACTOR shall take all steps necessary and appropriate to prevent adverse effects on the Water Reclamation Plant processes.

The CONTRACTOR attests, through agreeing to the CONTRACT, that the CONTRACTOR is expert in this type of work, and recognizes and

understands the risks posed by this type of work on Water Reclamation Plant processes. The CONTRACTOR shall not rely on the CITY for guidance in this regard.

Introduction of any materials in any Water Reclamation Plant must be done with the approval of the Water Reclamation Plant Manager/Superintendent for that plant. The CONTRACTOR shall notify the Water Reclamation Plant Manager/Superintendent of the date and time of all intended work that may affect any Water Reclamation Plant during the performance of the CONTRACT. The CONTRACTOR should provide the water reclamation plant with the data or other information requested by the Water Reclamation Plant Manager/Superintendent, including specimen product labels and Material Safety Data Sheets, for any materials introduced into the collection system.

The CONTRACTOR shall provide the Water Reclamation Plant Manager/Superintendent with the names and phone numbers of individuals in a position to notify the CONTRACTOR'S crews of the need to immediately halt work, including the names and phone numbers of the CITY, CONTRACTOR, or other local phone numbers of the CONTRACTOR'S on-site supervisor. The CONTRACTOR shall maintain daily communications with the Water Reclamation Plant Manager/Superintendent to ensure that the cleaning and maintenance are not having any adverse effects on Water Reclamation Plant processes. In the event that a Water Reclamation Plant experiences any reduction in operating efficiency during the execution of the CONTRACT, resulting from performed cleaning, maintenance, or other causes, the CONTRACTOR shall immediately suspend all applications and notify the CITY. The CONTRACTOR shall continue operations only after any problems at the Water Reclamation Plant have been corrected, and the CONTRACTOR has taken appropriate steps, satisfactory to the CITY and the Water Reclamation Plant Manager/Superintendent, to prevent the recurrence of any problems at the corresponding Water Reclamation Plant

The CONTRACTOR shall be held financially responsible for any adverse effects on Water Reclamation Plant processes which are directly or indirectly caused by the cleaning and any other related application, including but not limited to the following: damages to plant processes or equipment, clean-up and restoration costs, fines imposed on the CITY or on the operator of the Water Reclamation Plant by State or Federal

agencies, pollution of receiving water, and civil suits. The CONTRACTOR shall further indemnify and hold harmless the CITY and the operator of the Water Reclamation Plant against all costs, including legal expenses, relating to Water Reclamation Plant failure or other damages or pollution or contamination caused, directly or indirectly, by the applications of any chemicals by the CONTRACTOR for cleaning and maintenance.

4.4.25 Sewer Preparation

No special requirements or preparations are needed to prepare the sewers for cleaning. Should the CONTRACTOR deem that a special arrangement is needed in order to proceed with the cleaning of the sewer, it shall first be brought to the attention of the CITY PROJECT MANAGER for review to determine if the special arrangement is needed.

4.4.26 Blockages and Surcharges

In the event a sewer section is surcharged due to a blockage, the CONTRACTOR shall notify the CITY immediately. The CITY will either take the responsibility of clearing the blockage or require the CONTRACTOR to clean the sewer until the surcharge condition is relieved and blockage is clear. The CCTV inspection of this reach may need to be rescheduled. Sewer maintenance may only be performed on sewers with a flow level of 75% or less of the pipe's diameter. If the surcharge due to a blockage was caused by the CONTRACTOR, the CONTRACTOR shall be responsible for any cost to remove the blockage and relieve surcharging.

4.4.27 Inaccessible Maintenance Holes

In the event that a MH cannot be located or is inaccessible, the CONTRACTOR shall move to the next MH where work can be performed. The CONTRACTOR shall notify the CITY of the problem on the next business day, and the CITY will conduct an investigation. The CONTRACTOR will be required to return to the site to complete any unfinished sewer cleaning after the problem has been rectified.

4.4.28 Emergency Notification

The CONTRACTOR shall immediately notify the CITY whenever a

surcharged sewer or a partial or total pipe blockage is discovered. The CONTRACTOR shall contact the CITY at (323) 342-6002 during normal business hours (7:00 am to 4:00 pm) Monday through Friday, except HOLIDAYS, or the CITY'S emergency phone number at (310) 822-0777 at all other times. The CONTRACTOR shall indicate the location, nature of the problem, and the time the problem was first discovered or detected. Unless otherwise instructed by CITY representatives, the CONTRACTOR may continue working, but shall remain onsite or nearby until CITY forces arrive.

4.4.29 Safety

The CONTRACTOR shall comply with all Federal, State, and local safety regulations and all applicable Cal-OSHA requirements.

In the event that confined-space entry into a live sewer is necessary to perform the services under this CONTRACT, the CITY requires continuous ventilation and monitoring of the MH atmosphere for hydrogen sulfide, combustibles, and oxygen concentration during MH entry. The CONTRACTOR is required to operate and maintain its safety equipment and is responsible for all safety training for its crew. The CONTRACTOR shall never leave an open MH unattended.

All equipment must be removed from the sewer at the end of each work session.

The CONTRACTOR shall perform all work in the safest possible manner. The CITY may make unannounced inspections to ensure compliance with safety requirements. If the CONTRACTOR is deemed to be working in an unsafe manner by the CITY, the CONTRACT may be terminated.

4.4.30 Traffic Control

All costs for labor, equipment, and materials required to establish traffic control shall be included in the CONTRACT price. The CONTRACTOR must comply with peak hour traffic restrictions that apply to major CITY roadways and primary streets in accordance with the Los Angeles Municipal Code. In addition, the CONTRACTOR must conform to any applicable weekend and holiday traffic restrictions.

Traffic control shall be established by the CONTRACTOR and shall conform to requirements of the current "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the State of California Department of Transportation, or the current "Work Area Traffic Control Handbook (WATCH)". There are a number of sewers in heavy traffic areas which will require the use of arrow board and an extensive traffic control setup. When major traffic control setup is required by the CalTrans Encroachment Permit beyond the regular control by setting up cones, the CITY may consider compensating the CONTRACTOR for the extra costs.

4.4.31 Contractor Schedule of Services and Costs

For CONTRACTOR Schedule of Services and Costs, please see EXHIBIT A, "Project Cost Schedule".

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

- 5.1 CONTRACTOR designates the following people to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

Name, Title: Dennis Keene, President
Jeff Garcia, Project Manager
Address: 1461 Harbor Avenue
Long Beach, CA 90813
Telephone Number: 310-505-2578
E-mail address: jeffg@nationalplant.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER'S approval.

- 5.2 The CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and the CONTRACTOR shall not change personnel assigned to these positions without the prior written consent and approval of the CITY PROJECT MANAGER, whose consent shall not be withheld unreasonably.
- 5.3 Unless otherwise approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY has

the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

- 5.4 The CONTRACTOR shall not use SUBCONTRACTORS to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONTRACTORS. CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of any SUBCONTRACTOR. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any provision of CONTRACT between the CITY and any SUBCONTRACTOR.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

The CITY designates Mr. Paul Blasman as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term “approval of CITY,” “consult with CITY,” “confer with CITY,” or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Mr. Paul Blasman as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by the CITY. The CITY will provide maps of the CITY'S sewer system which indicate the sewer structures, mainly the MHs and the pipelines identified by the CITY. The CITY will also provide the work orders to the CONTRACTOR. Majority of the work to be performed by CCTV Inspection are of the entire drainage basin, including sewers located within CITY easements on private property.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for five (5) years, from the date of full execution unless terminated as provided under Article 8, or extended by a duly approved amendment to this AGREEMENT and signed by the parties. In addition, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of one

year, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of the initial five (5) year term, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred:

- A. This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;
- B. This CONTRACT has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and
- D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this CONTRACT.

ARTICLE 8 – TERMINATION

8.1 Termination for Convenience

CITY may terminate this CONTRACT for CITY'S convenience at any time by providing CONTRACTOR thirty (30) days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect,

memorialize, or record CITY'S ownership of rights provided herein.

8.2 Termination for Breach of Contract

8.2a Except as provided in Article 20, if CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this CONTRACT due to CONTRACTOR'S breach of this CONTRACT.

8.2b If the default under this CONTRACT is due to CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and Contractor's obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements.

8.2c If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this CONTRACT.

8.2d If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this CONTRACT.

8.2e Acts of Moral Turpitude

- i. The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged

with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

- ii. If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.
- iii. If CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of this CONTRACT.
- iv. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- v. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

8.3 In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

- 8.3a If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8.1 Termination for Convenience.
- 8.3b The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.
- 8.3c In the event that this CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS, and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) business days of the termination.

ARTICLE 9 – SUBCONTRACT APPROVAL

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered SUBCONTRACTORS.

The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this AGREEMENT without the prior written approval of the CITY. The CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 10 – COMPENSATION, INVOICING, AND PAYMENT

10.1 Cost Ceiling

The cost ceiling for this CONTRACT shall not exceed \$20,000,000 during the entire term of the CONTRACT, or as modified by the CITY. The CITY shall not

be obligated to reimburse the CONTRACTOR for costs incurred in excess of the cost ceiling. The CONTRACTOR shall not be obligated to continue to performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until CITY shall have notified CONTRACTOR in writing that such cost ceiling has been increased and shall have specified such notice en estimated cost ceiling which shall thereupon constitute the cost performance of this AGREEMENT. In the absence of the specified notice, CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the CONTRACTOR in excess of the cost ceiling prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase.

10.2 Compensation

The CONTRACTOR shall be compensated for all services provided as described herein in accordance with the applicable rate schedules as indicated in EXHIBIT A, "Project Cost Schedule".

10.3 Costs Incurred Prior to Full Execution of This Agreement

Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the CONTRACTOR, if said costs were incurred in completing any task specifically authorized by this AGREEMENT, and said costs are reviewed and approved by the CITY and approval for payment occurs after the AGREEMENT is fully executed.

10.4 Invoice Procedures

The CONTRACTOR shall prepare an invoice on a weekly basis (every Monday) for work that has been assigned and completed to the CITY'S satisfaction. The CONTRACTOR is responsible for the preparation and completion of a complete and accurate invoice. Invoices shall be prepared in such form and supported by such copies of invoices, time sheets and other documents of proof as may be reasonably required by the CITY to establish the amount of invoices as being allowable. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation.

10.5 Invoice Submittal

The CONTRACTOR shall submit all invoices to:

Paul Blasman
CCTV Program Manager
City of Los Angeles, LA Sanitation and Environment
Clean Water North Collection Division
2714 Media Center Drive
Los Angeles, CA 90065

Clearly indicate on the outside of the envelope that it contains invoices for the CCTV Program, to ensure prompt processing. The CITY may change the submittal address, in writing, at any time.

10.6 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices of supplemental invoices submitted to the CITY more than one year after the date of expiration of this AGREEMENT.

10.7 Invoice Approval and Processing

Invoices shall be based on the actual footage televised or cleaned, not the quantity identified by the CCTV's SIMMS maps or on the work orders given to the CONTRACTOR. Substandard work which does not meet the CITY'S acceptable standard will not be paid. Payments shall be made upon the submission of a complete and accurate invoice. The CITY PROJECT MANAGER shall resolve any dispute regarding actual footage measurements.

10.8 Discounts, Late Charges, and Disputes

The CONTRACTOR agrees to offer a three percent (3%) discount to the CITY if the payment is issued within thirty (30) CALENDAR DAYS after the invoice is received by the CITY. The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges or penalties incurred by the CONTRACTOR from any subcontractor or supplier for any item provided under the CONTRACT. In the event that a dispute arises over an invoice, the CITY shall pay any undisputed

portion of the amount due within the time period required for such payment, and any required payments of the disputed amount in accordance with existing CITY practices.

10.9 Rate Adjustments Due To Changes In Regulations

If state or federal regulations are changed in a manner which may affect the rates described in the AGREEMENT, then the CITY and the CONTRACTOR shall enter into negotiations to modify the affected rates. All adjustments shall be based on direct evidence that the regulatory change has affected the unit rate or percent markup as currently stated.

10.10 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the CITY to establish the amount of such invoices as allowable expenses. All invoices shall be subject to audit.

10.11 The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the Project Services Cost Estimate set forth. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Services Cost Estimate unless and until the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the Project Services Cost Estimate set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination.

10.12 When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by the CONTRACTOR in excess of the Project Services Cost Estimate for any work requested by the CITY, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase.

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to the CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. The CONTRACTOR agrees that any services provided by the CONTRACTOR, purchases made by the CONTRACTOR or expenses incurred by the CONTRACTOR in excess of the

appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for the services, purchases or expenses. The CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT.

- 10.13 The CONTRACTOR and the CITY agree that no indebtedness for work performed which results in costs under this AGREEMENT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work. However, if the CITY shall appropriate funds for any successive fiscal years, the CITY'S liability shall be extended to the extent of such appropriation subject to the terms and conditions of this AGREEMENT.

10.14 False Claims Act

The CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California False Claims Act (Cal. Gov. Code 12650 et.seq), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

ARTICLE 11 – AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

12.1 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, the CONTRACTOR shall defend, indemnify and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the

CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

12.2 Insurance

During the term of this CONTRACT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit C hereto). The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit C); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit C hereto. Exhibit C is hereby incorporated by reference and made a part of this CONTRACT.

12.3 Bonds

All bonds required by the CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

ARTICLE 13 – INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and not an agent or employee of the CITY. The CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

The CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

ARTICLE 15 – INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless The CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product (as defined in Article 17) furnished by the CONTRACTOR, or its SUBCONTRACTORS, under this CONTRACT. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 16 – INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

ARTICLE 17 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic

designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

The CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT, the CONTRACTOR shall secure a grant, at no cost to the CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purposes.

The CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 27.

ARTICLE 19 – CONTACT PERSONS, PROPER ADDRESSES, NOTIFICATION

All notices shall be made in writing and may be given by personal delivery, U.S. mail or electronic mail. Notices sent by U.S. mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the CITY

Contact Person: Paul Blasman, Project Manager
Address: Clean Water North Collection Division
2714 Media Center Drive
Los Angeles, CA 90065
Telephone: (323) 342-6040
E-mail: paul.blasman@lacity.org

To the CONTRACTOR

Contact Person: Mr. Jeff Garcia, Project Manager
Address: National Plant Services, Inc.
1461 Harbor Avenue
Long Beach, CA 90813
Telephone: 310-505-2578
E-mail: jeffg@nationalplant.com

ARTICLE 20 – EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's SUBCONTRACTORS), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and

SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in this CONTRACT, the term "SUBCONTRACTOR" means a subcontractor at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 21 – SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 22 – DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 23 – ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of this CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this CONTRACT shall not be affected.

ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

ARTICLE 26 – WAIVER

A waiver of a default of any part, term or provision of this CONTRACT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 27 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this CONTRACT, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

ARTICLE 28 – PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the CONTRACTOR'S performance of this CONTRACT. The CONTRACTOR shall immediately notify the CITY of any suspension, termination,

lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONTRACTOR'S performance of this CONTRACT.

ARTICLE 29 – BEST TERMS

Throughout the term of this CONTRACT, the CONTRACTOR shall offer the CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 30 – CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

ARTICLE 31 – BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 32 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in Los Angeles Administrative Code (LAAC) Section 10.8 *et seq.*, as amended from time to time.

- A. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices

against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 33 – CHILD SUPPORT ASSIGNMENT ORDERS

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 34 – LIVING WAGE ORDINANCE

The CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 35 – PREVAILING WAGE

The CONTRACTOR agrees to comply with applicable sections of the Labor Code of the State of California, pertaining to labor and prevailing wage scale for individuals involved in the construction, alteration, demolition, installation, or repair work done under this CONTRACT. The CONTRACTOR may contact Chris Jenson at (213) 847-2662 for current prevailing wage rates information.

Payroll documentation and other related information pertaining to workers and wages shall be submitted upon request to the Office of Contract Compliance, according to Section 1776 of the California Labor Code. Failure to comply may result in wage restitution and/or State penalties in accordance with the California Labor Code that pertains to public works projects.

A Labor Compliance Manual to aid in understanding the CONTRACTOR'S responsibilities under this section is included in the Attachments. In addition, the CONTRACTOR is recommended to attend a Prevailing Wage training workshop hosted by the Bureau of Contract Administration every second Monday of the month. Contact Chris Jenson at 213-847-2662 for more details on the workshop.

ARTICLE 36 – WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 37 – ACCESS AND ACCOMMODATIONS

The CONTRACTOR represents and certifies that:

- A. The CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;

- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

ARTICLE 39 – BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, the CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposals process, throughout the duration of this CONTRACT. The CONTRACTOR shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to MBE/WBE/SBE/EBE/DVBE/OBE firms. The CONTRACTOR shall perform subcontractor outreach activities through BAVN. The CONTRACTOR shall not change any of its designated SUBCONTRACTORS or pledged specific items of work to be performed by these SUBCONTRACTORS, nor shall The CONTRACTOR reduce their level of effort, without prior written approval of the CITY.

ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE

The CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. EXHIBIT D is attached hereto and incorporated herein by this reference.

ARTICLE 41 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 42 – MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, EXHIBIT K, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 43 – FIRST SOURCE HIRING ORDINANCE

The CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 44 – RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, the CONTRACTOR'S principals, and the CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for performance under the CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate

this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any SUBCONTRACTOR expected to receive at least \$100,000 for performance under this CONTRACT:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“CITY”) officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at <http://ethics.lacity.org> or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

ARTICLE 45 – IRAN CONTRACTING ACT

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the CITY for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

ARTICLE 46 – INTEGRATED CONTRACT

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 11 hereof.

ARTICLE 47 – SUSPENSION

At the CITY’S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until the CITY gives written notice to recommence the services.

ARTICLE 48 – DATA PROTECTION

- 47.1 The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the CONTRACTOR’S discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY’S satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At CITY’S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents and law enforcement.
- 47.2 If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

ARTICLE 49 – LOCAL BUSINESS PREFERENCE ORDINANCE

The CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 50 – CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

The CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 51 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

The CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. The CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 52 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. The CONTRACTOR is required to have all employees, volunteers and SUBCONTRACTORS (including all employees and volunteers of any SUBCONTRACTOR) of the CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at the CONTRACTOR’S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California

Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 53 – POSSESSORY INTERESTS TAX

Rights granted to the CONTRACTOR by the CITY may create a possessory interest. The CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONTRACTOR shall pay the property tax. The CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 54 – CONFIDENTIALITY

All documents, information and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this CONTRACT (collectively “Confidential Information”) are confidential. The CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 55 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, ‘Disclosure of Border Wall Contracting.’ The CITY may terminate this CONTRACT at any time if the CITY determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

The CONTRACTOR shall be subject to the disclosure requirements of the Disclosure of Border Wall Contracting Ordinance (DBWCO), LAAC Section 10.50 *et seq.* The CONTRACTOR shall complete and upload a DBWCO Affidavit to www.labavn.org.

For additional information regarding the requirements of the DBWCO, CONTRACTOR may visit the Bureau of Contract Administration’s website at <http://bca.lacity.org>.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

NATIONAL PLANT SERVICES, INC.

By: _____

By: _____

Title: Commissioner, Board of Public Works

Title: _____

Date: _____

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____

Adena Hopenstand

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

EXHIBIT 1

PROJECT COST SCHEDULE

Sewer Condition Assessment Using CCTV Inspection

Project Cost Schedule

Page 1 of 3

Price per Linear Foot Total for Television Inspection Only				
Pipe Size	Length (Ft)	Price per LF	Total Cost	
6 - 12	8,800,000	\$0.74	\$6,512,000.00	
15- 21	200,000	\$0.74	\$148,000.00	
24-36	200,000	\$0.96	\$192,000.00	
39-48	400,000	\$1.90	\$760,000.00	
49-	400,000	\$4.10	\$1,640,000.00	

Price per Linear Foot Total for Cleaning Only Up to 34"				
Pipe Size	Length (Ft)	Price per LF	Total Cost	
6 - 12	5,000	\$1.60	\$8,000.00	
15- 18	5,000	\$2.35	\$11,750.00	
19 -24	10,000	\$2.90	\$29,000.00	
25 -26	10,000	\$2.90	\$29,000.00	
27-34	10,000	\$4.50	\$45,000.00	

Price per Linear Foot Total for Specialized Large Line Cleaning (post sonar included)				
Pipe Size	Length (Ft)	Price per LF	Total Cost	
36-42	10,000	\$91.40	\$914,000.00	
43-54	10,000	\$105.80	\$1,058,000.00	
55-64	10,000	\$135.80	\$1,358,000.00	
65-72	10,000	\$189.80	\$1,898,000.00	

Price per Each Total for Cured Sectional Liners			
	Price per each	Quantity	Total Cost
1st Repair 6" to 8" Dia.	\$3,270.00	15	\$49,050.00
Additional Repairs in the same working day 6" to 8" Dia.	\$772.00	15	\$11,580.00
1st Repair 10" to 14" Dia.	\$3,270.00	15	\$49,050.00
Additional Repairs in the same working day 10" to 14" Dia.	\$872.00	15	\$13,080.00
1st Repair 15" to 18" Dia.	\$4,750.00	15	\$71,250.00
Additional Repairs in the same working day 15" to 18" Dia.	\$983.00	15	\$14,745.00
1st Repair 21" to 24" Dia.	\$6,400.00	15	\$96,000.00
Additional Repairs in the same working day 21" to 24" Dia.	\$1,250.00	15	\$18,750.00
Lateral Cuts (for spot repair that overlaps a lateral connection)	\$3,000.00	15	\$45,000.00
Additional Lateral Cuts within the same working day	\$300.00	40	\$12,000.00

Sewer Condition Assessment Using Closed Circuit Television CCTV Inspection

Project Cost Schedule

Page 2 of 3

Price per Each Total for cured Lateral Repair Liners			
	Price per each	Quantity	Total Cost
1st LCR 6" to 12" Dia.	\$2,815.00	20	\$56,300.00
Additonal LCR'S in the same working day 6" to 12" Dia.	\$1,275.00	20	\$25,500.00
1st lcr 14" to 16" Dia.	\$2,975.00	20	\$59,500.00
Additonal LCR's in the same working day 14" to 16" Dia.	\$1,435.00	20	\$28,700.00
1st LCR 18" to 21" Dia.	\$3,398.00	20	\$67,960.00
Additonal LCR's in the same working day 18" to 21" Dia.	\$1,675.00	20	\$33,500.00

Price per Each for Lateral Cleaning			
	Price per each	Quantity	Total Cost
Setup Fee - Each Mainline Setup	\$966.00	20	\$19,320.00
Cleaning per Lateral to 85%	\$1,932.00	20	\$38,640.00

Sonar/Laser Profiling			
	Price per LF	Quantity	Total Cost
Sonar/Laser Profile Combined	\$8.50	30,000	\$255,000.00
Sonar Only	\$3.85	10,000	\$38,500.00
Laser Only	\$5.00	10,000	\$50,000.00

Sewer Condition Assessment Using Closed Circuit Television CCTV Inspection

Project Cost Schedule

Page 3 of 3

Hourly Rate - During the Emergency (Respond to request from the CITY)

Stand-by or Coordinate with CITY Staff for Sewer Condition Assessment

Item	Hours	Cost/Hr	Total Cost
CCTV Truck with Crew	50	\$395.00	\$19,750.00

Item	Price Per Linear Foot (LF)	Length (in feet)	Total Cost
Clean and Video Inspection (includes regular traffic control, and debris disposal, but does not include milling/cutting, water meter, and notifying the private property owner.	\$40.00	20,000	\$800,000.00
GRAND TOTAL	\$ 16,473,675.00		

Other Related Activities Costs Handling Fee	
Item	Cost
Dump Fee (disposal site other than the CITY facility)	** Dump Fee + ____10____%
Cal Trans Encroachment Permit	**Permit Cost + ____10____%
Large line cleaning Material Transport/disposal to Certified Landfill	**\$187.50 per cubic yard
Large Line cleaning Major Traffic control	**Cost + ____10____%

**** The City will reimburse the cost for the permit required by CAL Trans, major traffic control for large line cleaning, or dump fee charged by the dump site other than a CITY facility when it is needed. Compensation will be based on the actual cost plus the percentage indicated above. Cost for Material transport to certified landfill for large line cleaning to be paid by cubic yard (include cost above).**

EXHIBIT 2

MBE/WBE/SBE/EBE/DVBE/OBE

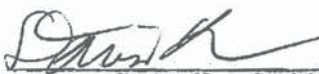
**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection	
Proposer National Plant Services	Address 1461 Harbor Avenue, Long Beach, CA 90813
Contact Person Dennis Keene	Phone/Fax 562-436-7600 Fax: 562-495-1528

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Adler Tank Rentals 11450 Mission Blvd Mira Loma, CA 91752	Tanks for debris storage, disposal, and hauling	OBE		\$17,750.00
Power Jet Engineering, Inc. 13941 Summit Drive Whittier, CA 90670	Specialty cleaning large diameter sewer lines with tile in live flow.	OBE		\$ 500.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$ 18,250.00	%
BASE BID AMOUNT	\$ 16,473,675.00*	


 Signature of Person Completing this Form

Dennis Keene
 Printed Name of Person Completing this Form

President 7/11/2017
 Title Date

MUST BE SUBMITTED WITH PROPOSAL

Rev. 07/01/11 (Citywide RFP – BAVN BIP) * Base bid amount from Cost Schedule in Proposal

EXHIBIT 3

INSURANCE AND BONDS

Required Insurance and Minimum Limits

Name: _____

Date: 04/28/2016Agreement/Reference: Closed Circuit Television (CCTV) Inspection Services of City Sewers

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000
☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

☒ **General Liability**
\$2,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

☐
☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000
☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Boiler and Machinery

☐ Flood

☐ Builder's Risk

☐ Earthquake

☐
☒ **Pollution Liability**
\$1,000,000
☐
☒ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**

Other: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2019

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

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

PRODUCER Arthur J. Gallagher ARTHUR J GALLAGHER & CO 2850 GOLF RD ROLLING MEADOWS IL 600084050		CONTACT NAME: KIM AUCHSTETTER PHONE (A/C, No, Ext): (630) 285-3917 E-MAIL ADDRESS: kim_auchstetter@ajg.com FAX (A/C, No):																						
INSURED national plant services inc 1461 harbor avenue long beach CA 90813-2741		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td>American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER C:</td> <td>American Guarantee and Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER D:</td> <td>Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER E:</td> <td>Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	American Zurich Insurance Company	40142	INSURER C:	American Guarantee and Liability Ins Co	26247	INSURER D:	Lexington Insurance Company	19437	INSURER E:	Indian Harbor Insurance Company	36940	INSURER F:		
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INSURER F:																								

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
a	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL09377201-15	10/31/2018	10/31/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INIURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
b	AUTOMOBILE LIABILITY			BAP9377199-15	10/31/2018	10/31/2019	COMBINED SINGLE LIMIT (Fa accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
c	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			AUC5916947-13	10/31/2018	10/31/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED \$ RETENTION \$						
d	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9377202-15	10/31/2018	10/31/2019	PER STATUTE OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
d	Pollution liability	n	n	CPO15012758	10/31/2016	10/31/2019	limit deductible 10,000,000 50,000

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

RE: Provide CCTV of Specified Sewer Lines and Sewer Cleaning as Necessary.

City of Los Angeles is shown as Additional Insureds solely with respect to General Liability And Auto Liability policy as required by written contract with respect to work performed by the Named Insured. A Waiver of Subrogation is included under the Workers Compensation coverage as evidenced herein as required by written contract. Umbrella Follow Forms.

XCU Coverage included

CERTIFICATE HOLDER

City of Los Angeles and its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE KIM AUCHSTETTER

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CERTIFICATE OF LIABILITY INSURANCE

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

Blanket

EXHIBIT 4

DISCLOSURE ORDINANCES

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, JEFF GARCIA am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

31471

BAVN Company Id

36-2819728

EIN/TIN

National Plant Services Inc.

Company Name

1461 Harbor AVE

Street Address

Long Beach

City

CA

State

90813

Zip

562-436-7600

Phone

JeffG@nationalplant.com

Email

3. The company came into existence in 1979 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- ☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- ☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.
- ☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

- ☒ The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- ☐ The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that Participation is required and should be sent to bca.eeoe@lacity.org.

6. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that: (mark only the option(s) that apply):

- ☒ The Person found no records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association.
- ☐ The Person found records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association. A description of the nature of that Participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, JEFF GARCIA, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

JEFF GARCIA

Signature

09 May, 2019

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

EXHIBIT 5

DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE

Refer to the Bureau of Contract Administration website (<https://bca.lacity.org/>) for all LWO compliance requirements.

EXHIBIT 6

CONTRACTOR RESPONSIBILITY ORDINANCE

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

CONSTRUCTION

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Wastewater Collection Systems Division	Carmelo Martinez	323-342-6040
City Department/Division Awarding Contract	City Contact Person	Phone
Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection		July 12, 2017
City Bid or Contract Number and Project Title (if applicable)		Bid Date

BIDDER/CONTRACTOR INFORMATION

National Plant Services, Inc	(A) 351503
Bidder/Proposer Business Name	Contractor's License Number
1461 Harbor Avenue	Long Beach CA 90813
Street Address	City State Zip
Dennis Keene, President	562-436-7600 562-495-1528
Contact Person, Title	Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☒ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated 07 / 20 / 15 was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Dennis Keene, President		7/11/17
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 12

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

- ☒ Corporation: Date incorporated: 01.09.1981 State of Incorporation: ILLINOIS

List the corporation's current officers.

President: DENNIS R. KEENE

Vice President:

Secretary: STEPHANIE MITCHELL

Treasurer:

- ☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed.
Publicly traded corporations need not list the owners of 5% or more of the corporation's stock.

- ☐ Limited Liability Company: Date of formation: ____/____/____ State of formation: ____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

- ☐ Partnership: Date formed: ____/____/____ State of formation: ____

List all partners of your firm. Use Attachment A if more space is needed.

- ☐ Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last ten years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

- ☐ Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☒ Yes ☐ No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the Internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 33 years

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the past 10 years. For each contract listed in response to this question include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract to which you are bidding or proposing. For each contract listed in response to this question include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years.

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

2. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiff in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgments pending against it?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

3. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 8)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

16. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the past five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Dennis R. Keane, President
Print Name, Title

[Signature]
Signature

3/20/12
Date

SIGNATURE SHEET AND AFFIDAVIT

I/We DENNIS KEENE PRESIDENT of NATIONAL PLUMB SERVICES do hereby certify that I am/We are the owner of the above named firm and address of office 11/30/2013

The above named firm is No. 351503 License Classification A Expiration Date 11/30/2013
 I/We do hereby declare that the Board of Public Works and hereby declare:

- (1) That I/We have read this proposal and have fully understood and agree to the conditions herein and have carefully examined the project plans and read the specifications and I/We hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the net prices or lump sums named in the Schedule of Work and Prices. Furthermore, I/We have received a copy of the "Bidding and Bidder Responsibility Policy" and I/We understand my/our obligations under this policy as a bidder and as a contractor should this contract be awarded to my/our firm.
- (2) That this proposal is genuine, and not made in collusion, nor made in the interest or in behalf of any person, not herein named, and that I/We have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that I/We have not in any manner sought by collusion to secure for myself/ourselves any advantage over any other bidder.
- (3) That cost will be charged for the benefit of the signatory parties only. It is not the intent of any of the signatory parties to create or discharge any duty, expense or obligation to any party other than the signatory parties. Any benefit derived from this contract by this firm is intended and incidental to the purpose for which this contract is made.
- (4) That I/We do hereby acknowledge my/our firm is being bound by the accompanying Bid and is fully committed by the Bid.
- (5) That I/We have read and understand the provisions of the Pollution Control - Sewage Spill Prevention and Response Requirements and will comply with the City of Portland's Policy of "Zero Spills" requirements as contained in Part IV of the proposal. If awarded this contract, I/We agree to furnish all of the materials, supplies, tools, equipment, labor and other services, necessary for the containment and cleanup of any sewage or other pollutant spill or leaks occurring during the performance of this contract. I/We further agree to act immediately, without instructions from City staff, to contain and cleanup any spill in any way needed with my/our resources on this project without concern for who or what caused the spill.

ADDENDUM: This proposal is submitted with respect to the changes to the contract included in addendum number:

Note: If an addendum has been issued by the City and not noted above as being received by the bidder, this proposal may be rejected.

I/We certify or declare under penalty of perjury that the foregoing is true and correct, and that if only one signature is provided, it is provided in accordance with Note 8 in the General Instructions and Information for Bidders (Part IV) of this proposal.

1. Dennis Keene President 3/20/12
 Signature Date
 2. [Signature] Secretary 3/20/12
 Signature Date

NOT ONE SIGNATURE MAY BE REQUIRED WITH BID. FAILURE TO PROVIDE THE REQUIRED SIGNATURES WITH BID MAY RENDER THE BID NON-RESPONSIVE. IF ONLY ONE SIGNATURE IS SUBMITTED FOR A CORPORATION, THE CITY MUST BE FURNISHED THE REQUIRED AUTHORIZATION WITH BID, OR A CURRENT COPY OF THE REQUIRED SIGNATURE AUTHORIZATION MUST BE ON FILE WITH THE BOARD OF ENGINEERING. SEE NOTE BELOW.

Note: ALL SIGNATURES MUST BE PROPERLY COMPLETED AND WITNESSED BY A NOTARY. An Affidavit Certificate of Acknowledgment from personnel to the City Clerk, Civil Code Section 1870 must be submitted to the City Clerk with the bid and information for the Board of Engineering and proper required signatures.

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 2 of 3

Performance History

Response to Question B:

① City of LA- Dept of Airports

Contract 4600002613 - Catch Basin Cleaning

2001-2005-2006 - ceiling amount \$45,000/yr

② City of Los Angeles- Dept of Airports

2001-2002-2003-2004-

Contract No. ~~460001550~~ 460001550

Catch Basin Cleaning

ceiling amount \$35,000/year

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 3 of 3

PERFORMANCE HISTORY

Response to Question 9

- ① City of SAN MATEO ~~2011~~ 2011-2012 \$ 419,953.51
 Large Diameter Pipe cleaning & Inspection
 Contact MARTIN QUAN 650 522-7330

- ② BESTEK Engineering (JOC contract for LA CDPW) -
 BESTEK contract - Keith Hyon 323-879-4911
 LA CDPW contract - KARI ESTEYSE - 626-300-3390
 Contract JOC 917 YOTV0910D - \$793,000
 ③ City of SAN JOSE 2010 Contract amount \$ 337,000
 MATHEW NGUYEN 408-535-1382
 2009-2010 SEWER Condition Assessment
 cleaned & inspected 300,000 LF SEWERS

- ④ COSTA MESA SANITARY District 2006-2009 -
 cleaned & inspected 1,200,000 LF SEWERS
 Robyn HAMERS - 949-631-1731
 Total Contract Amount \$ 1,657,525.00

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

National Plant Services, Inc 1461 Harbor Ave, Long Beach, CA 90813 562-436-7600
Company Name, Address and Phone Number


Signature of Officer or Authorized Representative

07/11/2017
Date

Dennis Keene President
Print Name and Title of Officer or Authorized Representative

Wastewater Collection Systems Division
Awarding City Department

Contract Number

CONTRACTOR RESPONSIBILITY ORDINANCE EXEMPTIONS

The following provides a summary of the exemptions available under the Contractor Responsibility Ordinance (CRO). Departments should refer to the provisions of the Ordinance for details.

The following agreements are exempt from the CRO and do not require approval from the Department of Public Works, Bureau of Contract Administration, Special Research and Information Section (SRIS). An exemption request (Form SRIS/CRO-1) need not be submitted for the three types of agreements listed below.

1. 10.40.4(a)(1) Agreements with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
2. 10.40.4(a)(2) Agreements for the investment of trust moneys or agreements relating to the management of trust assets.
3. 10.40.4(a)(3) Banking agreements entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

The following agreements require BCA approval before they can be exempt from the CRO's Questionnaire and Posting. Submit a request for exemption using the CRO Awarding Authority Request for Exemption Form (Form SRIS/CRO-1). The contract remains subject to all other CRO requirements.

4. Prior to Sept. 4, 2001 Agreements entered into as a result of an Invitation for Bid or other procurement process that was released prior to September 4, 2001. These agreements become subject to the CRO when they are amended.
5. 10.40.4(b)(1) Contracts awarded on the basis of exigent circumstances when any Awarding Authority finds the City would suffer a financial loss or that City operations would be adversely impacted.
6. 10.40.4(b)(2) Contracts awarded in accordance with Charter Section 371(e)(5). The Awarding Authority must certify in writing that award is based on urgent necessity for the preservation of life, health, or property.
7. 10.40.4(b)(3) Contracts entered into based on Charter Section 371(e)(6). The Awarding Authority must certify in writing that the contract is entered during time of war, or national, state, or local emergency.
8. 10.40.4(b)(4) Contracts entered into based on Charter Section 371(e)(7). The Awarding Authority must certify in writing that the contract is entered into for equipment repairs or parts obtained from the manufacturer or exclusive agent.
9. 10.40.4(b)(5) Contracts entered into based on Charter Section 371(e)(8). The Awarding Authority must certify in writing that the contract is entered into for cooperative arrangement with another governmental agency.
10. 10.40.4(b)(6) Contracts where the goods or services are proprietary or available from only one source.

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: SEWER CONDITION ASSESSMENT USING CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

RFB/RFQ/RFP # (if any): 30373	Date RFB/RFQ/RFP Released:
Procuring Dept.: SANITATION	Mail Stop #: 536
Name of Dept. Contact: NELEMA BHOWMICK	Phone: (323) 342-6028

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: NATIONAL PLANT SERVICES INC		
Company Address: 1461 HARBON		
City:	State:	Zip:

Company Name: INNERLINE ENGINEERING INC		
Company Address: 3935 WILSHIRE BLVD, SUITE 2520		
City: LOS ANGELES	State: CA	Zip: 90010

Company Name: AIMS (AMERICAN INDUSTRIAL & MUNICIPAL SERVICES)		
Company Address: 1616 DOOLITTLE DRIVE		
City: SAN LEANDRO	State: CA	Zip: 94577

Company Name: HOFFMAN SOUTHWEST CORP dba PROFESSIONAL PIPE SERVICES (PRO-PIPE)		
Company Address: 23311 MADERO		
City: MISSION VIEJO	State: CA	Zip: 92691

FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/26/17.

The Questionnaires were processed by:

☒ Dept. of Public Works for **Construction** Contracts and Service Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) George Espindola Phone (213) 847-2408

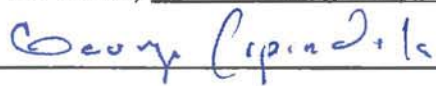
DAA Representative Signature  Date 10/26/17

EXHIBIT 7

BUSINESS TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX

ISSUED: 7/28/2013

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000211108-0001-8	L049	Professions/Occupations	1/1/2007	Active

ISSUED TO
NATIONAL PLANT SERVICES INC

1461 HARBOR AVE
LONG BEACH CA 90813-2741

1461 HARBOR AVENUE
LONG BEACH, CA 90813-2741



ISSUED BY:

Anthony D. Christauble
DIRECTOR OF FINANCE

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

FORM 2000 (Rev. 4/12)

IMPORTANT - READ REVERSE SIDE

EXHIBIT 8

LOS ANGELES RESIDENCE INFORMATION

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: National Plant Services, Inc

I. Corporate or Main Office Address:

1461 Harbor Avenue

Long Beach, CA 90813

II Total Number of Employees in Organization: 62

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

5 and 8 %

EXHIBIT 9

NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Dennis Keene, depose and say
that I am

<u>President</u> ("President", "Vice President", etc.)	of <u>National Plant Services, Inc 1461 Harbor Avenue Long Beach, CA 90813</u> (Name and Address of Organization)
---	--

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: July 11, 2017 at Long Beach, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of
perjury that the foregoing is correct


(Signature)

EXHIBIT 10

LOS ANGELES CONTRACT HISTORY

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

1. Sewer Condition Assessment (CCTV) and Cleaning Project
City of Los Angeles, Sanitation Bureau, Public Works; Contract# CO123407
December, 2012 - Current. \$1,463,000

2. Catch Basin Cleaning
City of Los Angeles, Department of Airports; Contract# 4600002613
2004 - 2007 \$45,000/ year

National Plant Services, Inc
Name of Organization


Signature

Dennis Keene
Print Name

President
Title

July 11, 2017
Date

EXHIBIT 11

MUNICIPAL LOBBYING ORDINANCE/ CEC FORM 50



City Ethics Commission
200 N. Spring Street
City Hall -- 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 972-1900

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

BAVN ID 30373

Awarding Authority (Department):

Sanitation Bureau, Public Works

Name of Bidder:

National Plant Services, Inc

Phone:

562-436-7600

Address:

1461 Harbor Ave, Long Beach, CA 90813

Email:

dennis.keene@nationalplant.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(f):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(f)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: July 11, 2017

Signature: Dennis Keene

Name: Dennis Keene

Title: President

EXHIBIT 12

FIRST SOURCE HIRING ORDINANCE and EQUAL BENEFITS ORDINANCE COMPLIANCE

EBO/FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 31471 EIN/TIN: 36-2819728
Company Name: National Plant Services Inc.
Company Address: 1461 Harbor AVE
City: Long Beach State: CA Zip: 90813
Contact Person: JEFF GARCIA Phone: 562-436-7600 E-mail: JeffG@nationalplant.com
Approximate Number of Employees in the United States: 800
Approximate Number of Employees in the City of Los Angeles: 60

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)

..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-i form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, JEFF GARCIA, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

JEFF

First name

GARCIA

Last name

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

EXHIBIT 13

CONTRACTOR BIDDING CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS/CEC FORM 55



Ethics Commission
200 N. Spring Street
City Hall - 20th Floor
Los Angeles, CA 90012
(213) 975-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):

Date Bid Submitted:

July 12, 2017

Description of Contract (title of RFP and services to be provided):

Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection

City Department Awarding the Contract:

Sanitation Bureau, Public Works

BIDDER INFORMATION

Name: National Plant Services, Inc

Address: 1461 Harbor Avenue, Long Beach, CA 90813

Email: dennis.keene@nationalplant.com Phone: 562-436-7600

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☒ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- ☐ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☒ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 3

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 47D(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: July 12, 2017

Signature: [Signature]

Name: Dennis Keene

Title: President



Ethics Commission
200 Al Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
(213) 975-1960
ethics@city.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

☐ Check this box if additional Schedule A pages are attached.

Name: Dennis Keene Title: President

Address: 1461 Harbor Avenue, Long Beach, CA 90813

Name: Stephanie Mitchell Title: Secretary/Treasurer

Address: 1461 Harbor Avenue, Long Beach, CA 90813

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 208-1000
ethics@city.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: Power Jet Engineering, Inc

Address: 13941 Summit Drive, Whittier, CA 90602

Check one of the following:

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☒ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

Name: Mark Barnett Title: President

Address: 13940 Summit Drive, Whittier, CA 90602

Name: Mike McGraw Title: Vice President/RMO

Address: 13941 Summit Drive, Whittier, CA 90602

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

EXHIBIT 14

IRAN CONTRACTING ACT OF 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.


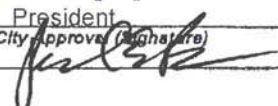
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
National Plant Services, Inc.		0000211108-0001-8
By (Authorized Signature) 		
Print Name and Title of Person Signing		
Dennis Keene President		
Date Executed	City Approval (Signature)	(Print Name)
July 11, 2017		Paul E. Bladen

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

EXHIBIT 15

LABOR COMPLIANCE MANUAL

CITY OF LOS ANGELES



LABOR COMPLIANCE MANUAL

Revised May 2014

PART I
CITY OF LOS ANGELES
LABOR COMPLIANCE PROGRAM REQUIREMENTS

I. INTRODUCTION

The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations.

The City's Labor Compliance Program (LCP) is certified under California Code of Regulations Chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.

II. LABOR COMPLIANCE PROGRAM REQUIREMENTS

- a.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
- b.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.
- c.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

III. PUBLIC WORKS CONSTRUCTION PROJECTS

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those

referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

IV. EMPLOYMENT OF MINORS PROHIBITED

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

V. YOUTH EMPLOYMENT PROGRAMS

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

VI. CASH PAYMENTS PROHIBITED

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. **Cash payments are prohibited.**

VII. WORKERS DEFINED

The City defines "worker" as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act) (CFR 29 Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

VIII. PREVAILING WAGES

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR), are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most

closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

IX. EFFECTIVE PREVAILING WAGE RATES

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (*) or double asterisk (**). The single asterisk (*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (**) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2662. The rates are also available on the internet at www.dir.ca.gov.

X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, must be prepared by the Contractor and submitted to the OCC with the first payroll. In addition, a copy of the *Employer's Monthly Report To Trustees*, must be submitted to the OCC by the (15th) of the following month. Any worker not covered under a Trustee account must be paid a fringe benefit equivalent to that required by the DIR, associated with the minimum prevailing wage for the worker classification. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

XI. APPRENTICE REQUIREMENTS

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

1. APPRENTICES

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City of Los Angeles contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

California Code of Regulations Title 8 §230.1 requires contractors who are not already approved to train by an applicable joint apprenticeship committee or unilateral committee, to request the dispatch of required apprentices from all of the applicable Apprenticeship Committees whose geographic area of operation includes the site of the public work by giving the committee actual notice of 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the ratios as stated in Labor Code Section 1777.5. If an Apprenticeship Committee dispatches fewer apprentices than the contractor requests, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a contractor who is not a participant in an apprenticeship program has requested dispatch from all applicable apprenticeship committees in the project area.

Apprentices shall be individually registered in a bona fide state or federally approved apprenticeship program. Apprentices, as defined in Labor Code Section 3077, must be registered with the State of California, Division of Apprenticeship Standards (DAS) to be eligible for employment as an apprentice on the project. Any employee listed on a payroll as an apprentice and paid the apprentice wage rate who is **not** an apprentice, as defined in California Labor Code Section 3077, shall be paid the journey level wage rate determined for the classification of work actually performed. The Contractor and sub-contractors shall furnish the City a copy of a DAS apprentice

registration for each apprentice employed. The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or (213) 576-7750 or at their website: www.dir.ca.gov/DAS).

2. RATIOS

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a "Notice of Reprimand" and forward the matter to the DAS.

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

XII. LIABILITY FOR UNPAID WAGES

- a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars (\$200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor's obligation to pay prevailing wage rates is met.

- b.) The **Contract Work Hours and Safety Standards Act (CWHSSA)** require time and one-half pay for overtime as defined by the Federal government. (Overtime as defined by the Federal government is any time

over 40 hours worked by a worker in a given work week.) In the event that this project is federally funded, an additional penalty of \$10/day per violation will be strictly enforced for under-payment of the overtime rate. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

- c.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to ***kickback*** any portion of their wages. The **Copeland (Anti-Kickback) Act** is the federal statute that makes it a felony to require any laborer or mechanic employed on a Federal or Federally Assisted public works project to return any portion of his/her wages in connection with services rendered upon any public work.

XIII. POSTING

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations.

XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM

The Contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2660.

XV. CERTIFIED PAYROLL RECORDS

- a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.

The payroll records referred to must include the employee's:

- A. name;
- B. address;
- C. social security number;
- D. work classification;
- E. straight time hours per day and total per week;

- F. overtime hours per day and total per week;
- G. gross wages earned this project;
- H. gross wages earned on all other projects;
- I. itemized deductions;
- J. actual per diem wages paid; and
- K. payroll check numbers or direct deposit verification

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

- b.) Certified payrolls from the Contractor and all Subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.
- c.) The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit certified payrolls through OCPS. In the event that Subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.
- d.) Upon a request from the City, the Contractor and all Subcontractors shall be prepared to submit hard copies of certified payrolls accompanied by a Statement of Compliance, signed in ink.
- e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports through OCPS, and a copy of the DMV vehicle registration of the Owner-Operator shall be submitted to the City after the first Certified Payroll on which this owner-operator's name appears. Listing any individual as "Owner-Operator" will not be accepted as the classification is not recognized by the State of California Department of Industrial Relations' Office of Policy, Research and Legislation.
- f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars (\$100) per day, per worker employed on the project, for failing to comply strictly with requests by the City for submittal of payroll documents and/or all supporting documents which includes, but is not limited to: cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be

subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

XVI. WORKING HOURS

- a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.
- b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer's place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations inclusive of return trip travel time from a public work classified project. All "hours worked" must be included in calculating any overtime including time denominated as compulsory travel time.

The Portal-to Portal Act applies to public works project that are funded in whole or in part with federal funds and excludes from the workday travel to or from the workplace by an employee (29 USC 254 (a)(1)). Under section 254(a), this includes work performed pursuant to contracts awarded by the federal government under the Davis-Bacon Act. However, the Portal-to-Portal Act, to the degree it amends the Davis-Bacon Act, does not supercede any aspect of the California Prevailing Wage Law and is not applicable to compulsory travel time incurred in the performance of a California awarding body's public work project when determining the "hours worked" as noted by the California Supreme Court in *Morrillion v. Royal Packing Company* (2000) 22 Cal. 4th 575, 94 Cal. Rptr.2d3,

"The California Labor Code and the Industrial Welfare Commission (IWC) wage orders do not contain an express exemption for travel time similar to that of the Portal-to-Portal Act. ...In contrast to these specific findings showing the congressional intent, the Legislature has not similarly identified existing evils under state law." (*Id.* at p.590.)

In reviewing the history of the IWC's Wage Order No. 14-80, the California Supreme Court said,

“The IWC added the phrase ‘the time during which an employee is subject to the control of the employer’ to the definition of ‘hours worked.’ ...Absent convincing evidence of the IWC’s intent to adopt the federal standard for determining whether time spent traveling is compensable under state law, we decline to import any federal standard, which expressly eliminates substantial protections to employees. Accordingly, we do not give much weight to the federal authority.” (Id. at p. 590-591)

Finally, the California Supreme Court observed,

“our departure from the federal authority is entirely consistent with the recognized principle that state law may provide employees greater protection than the F.L.S.A. [Fair Labor Standards Act].” (Id. at p. 592.)

XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City may withhold contract payments when payroll records are delinquent or inadequate.

XVIII. DISPUTES

The City’s Labor Compliance Program administered by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

PART II

LABOR COMPLIANCE PROGRAM REQUIREMENTS – FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS

Projects receiving full or partial federal funds are subject to the regulations listed below, in addition to any and all applicable California labor requirements.

I. DAVIS-BACON REGULATIONS

The U.S. Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) and can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1 explains how the DOL establishes and publishes Davis-Bacon Act wage determinations and provides instructions on how to use the determinations. Part 3 describes the Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in each contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Part 7 sets parameters for due process procedures before the Wage Appeals Board (renamed Administrative Review Board). These regulations are used as the basis for administering and enforcing the laws.

The Davis-Bacon Act

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the DOL) to all laborers and mechanics on Federal construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 hours in any work week) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to *kickback* any part of their wages. The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates and overtime (O/T) requirements. These requirements generally apply to any labor performed and may be *pre-empted* by other Federal standards such as the Davis-Bacon Act prevailing wage requirements and CWHSSA O/T provisions. Only the Department of Labor has the authority to administer and enforce the FLSA. The Office of Contract Compliance (OCC) will refer any possible FLSA violations that are found on projects to the DOL.

II. CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon Wage Decision. These documents are bound into the contract specifications.

The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

Davis-Bacon Wage Decisions

The Davis-Bacon Wage Decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, and the minimum wage rates (and fringe benefits, where prevailing) that employees performing work in those classifications must be paid.

Contract Administration form BCA-167

The Bureau of Contract Administration form BCA-167 "Contractor Daily Field Report" must be utilized on all projects receiving federal-aid.

The BCA-167 is to be completed by the Prime Contractor on a daily basis and forwarded to the Bureau of Contract Administration Project Inspector no later than noon of the work day following the work date.

III. INQUIRIES

All questions regarding this section and all matters concerning the payment of prevailing wages should be referred to:

The Office of Contract Compliance
Labor Compliance Section
1149 South Broadway, Suite 300
Los Angeles, CA 90015
(213) 847-2662

For more information, log on to:

<http://bca.lacity.org>

<http://www.dir.ca.gov>

<http://www.dol.gov>

CONTRACT NO. C-_____

SERVICE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
HOFFMAN SOUTHWEST CORPORATION,
DBA PROFESSIONAL PIPE SERVICES
FOR
SEWER CONDITION ASSESSMENT USING
CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION

SEWER CONDITION ASSESSMENT USING CCTV INSPECTION

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SEWER CONDITION ASSESSMENT USING CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

This AGREEMENT, made and entered into by and between the City of Los Angeles, a municipal corporation acting by order of and through its Board of Public Works, hereinafter called the "CITY", and "HOFFMAN SOUTHWEST CORPORATION dba PROFESSIONAL PIPE SERVICES" hereinafter referred to as the "CONTRACTOR"; is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY has a need for services for sewer condition assessment; and

WHEREAS, the CITY is committed to providing uninterrupted wastewater conveyance and treatment service to the citizens of Los Angeles; and

WHEREAS, the CONTRACTOR'S services are deemed to be vital to meet the CITY'S commitment to protect public health, safety, and the environment; and

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide services for condition assessment by closed-circuit television (CCTV) or sonar and/or laser profiling of the sewer pipelines, and occasionally, of the storm drain system during the course of a five (5) year period; and

WHEREAS, the CONTRACTOR may also be asked to occasionally clean the sewer pipelines to allow the camera to pass for assessing the pipe condition; and

WHEREAS, on May 26, 2017, the Board of Public Works authorized LA Sanitation and Environment (LASAN) to distribute a Request For Proposals (RFP) for sewer condition assessment using CCTV inspection, and to negotiate a contract with a qualified proposer; and

WHEREAS, on June 28, 2017, LASAN received four proposals in response to the RFP; and

WHEREAS, CONTRACTOR was deemed one of the most qualified proposers with the best experience and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the RFP; and

WHEREAS, the CONTRACTOR meets the federal, state, and local requirements to perform professional engineering work; and

WHEREAS, the services to be provided by the CONTRACTOR are of an expert and technical nature;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this CONTRACT have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this CONTRACT. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against CITY or CONTRACTOR. The word "CONTRACTOR" includes the party or parties identified in this CONTRACT. The singular shall include the plural and if there is more than one contractor, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

It is understood that the following words and phrases are used herein; each shall have the meaning set forth opposite the same:

AGREEMENT/CONTRACT	This contractual agreement between the CITY and HOFFMAN SOUTHWEST CORPORATION, dba PROFESSIONAL PIPE SERVICES
BOARD	The Board of Public Works of the City of Los Angeles
CALENDAR DAYS	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight
CCTV	Closed-circuit television (CCTV) is used to assess the condition of the sewer and storm drain pipelines. Terms such as CCTV inspection,

	condition assessment, condition inspection, inspection, television and the like may also be used in this CONTRACT in reference to CCTV.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles in manners concerning this document.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this AGREEMENT
CONTRACTOR	HOFFMAN SOUTHWEST CORPORATION, dba PROFESSIONAL PIPE SERVICES; also PRO-PIPE
CWNCD	Clean Water North Collection Division, LA Sanitation and Environment, Department of Public Works, City of Los Angeles
CWSCD	Clean Water South Collection Division, LA Sanitation and Environment, Department of Public Works, City of Los Angeles
DIRECTOR	Director of LASAN or his/her designated representative
EASEMENT/RIGHT OF WAY	The location of a sewer line in backyards, parks, public and off-road locations, or other areas which are typically more difficult to access than sewers located beneath street surfaces. Also, the right of utility companies and municipal agencies to access maintenance holes and sewer lines which are located on private property.
FOG	Fats, Oils and Grease
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated and observed as such by the CITY

LASAN	LA Sanitation and Environment, Department of Public Works, City of Los Angeles
LASER PROFILING	Pipe inspection technology used in conjunction with CCTV that can analyze the shape and condition of a pipeline
MBE/WBE/SBE/EBE/DVBE/OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises
MH	Maintenance hole; a vertical structure that provides access to a sewer pipe for the purpose of conducting CCTV inspection, pipe cleaning work, and other operational and maintenance activities
SECTIONAL LINER/ CURED-IN-PLACE LINER	A pipe liner that is inserted into a sewer for the purpose of restoring the structural integrity of a CITY pipe. This repair methodology extends the life of the sewer pipe.
SONAR PROFILING	Pipe inspection technology that can be used to provide visual information on internal pipe conditions below the waterline in submerged and semi-submerged pipelines
STOPPAGE	A partial or complete interruption of flow as a result of some obstruction in a sewer; commonly called a blockage
SUBCONTRACTOR	An individual or company having an agreement with the CONTRACTOR to provide services, equipment, or materials to the CONTRACTOR

ARTICLE 3 – PROJECT DESCRIPTION

The CITY owns, maintains, and operates one of the largest wastewater systems in the nation. LASAN is responsible for operating and maintaining the sewer collection system located throughout the CITY, which spans approximately 6,500 miles. In order to continue uninterrupted wastewater conveyance and treatment service to the citizens of Los Angeles, protect public health and safety, and protect the environment, there is a constant need to inspect pipe conditions.

Sewer condition assessment by CCTV is required to determine the structural condition of pipes, address regular and emergency repair needs, and determine the quality and frequency of sewer cleaning activities in an effort to reduce spills. The main purpose of

this CONTRACT is to use CCTV equipment to inspect sewer or storm drain lines, which make up the CITY'S wastewater collection and storm drain systems. It is estimated that approximately 400 miles of pipeline will be inspected per year as part of this CONTRACT.

The primary service required for this CONTRACT is to inspect sewer pipe conditions using specialized CCTV equipment in pipes ranging from six (6) inches to over forty-eight (48) inches in diameter. CCTV inspection is accomplished by inserting a small camera into the pipe and recording all the defects and imperfections of the sewer or storm drain very clearly so that all the defects are visible. If the CONTRACTOR is unable to inspect the entirety of the line, CCTV assessment must be attempted from the reverse side.

On occasion, the CONTRACTOR will also be requested to perform the following tasks:

- CCTV inspection of sewers in areas where accessibility may be difficult, namely easements
- Assisting or standing by during emergency situations as requested by the CITY
- Performing laser or sonar profiling when required, which can provide greater detail as compared to standard CCTV footage
- Perform cleanings of certain sewer lines in order to allow inspection equipment to pass through for assessing a pipe's condition

The term of the CONTRACT is five (5) years commencing on the executed and stipulated start date. The CONTRACTOR shall provide all labor, equipment, and materials to perform the services upon request by the CITY.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED BY THE CONTRACTOR

- 4.1 The CONTRACTOR shall perform the services described in Article 4.4. The CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by professional analysts or contractors performing the same or similar services.
- 4.2 The CONTRACTOR warrants that the services will be performed consistent with generally accepted industry standards.
- 4.3 Retention of Records, Audits, Reports
The CONTRACTOR shall maintain all records, including records of financial

transactions, pertaining to the performance of this CONTRACT in their original form or as otherwise approved by the CITY. These records shall be retained for a period of no less than four (4) years from the later of the following: (1) final payment made by the CITY, (2) the expiration of this CONTRACT, or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. The CONTRACTOR shall provide any reports requested by the CITY regarding performance of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format (e.g. USB flash drive) at the expiration or termination of this CONTRACT.

4.4 Scope of Services

Services shall include, but not be limited to, the following:

- The CONTRACTOR shall furnish all labor, tools, equipment, materials, and supplies required for the performance of the CCTV inspection, SONAR/LASER PROFILING, and cleaning of sewer lines/storm drain lines requested by the CITY as specified hereafter.
- In the event CCTV inspection or SONAR/LASER PROFILING cannot be performed due to major debris accumulation and/or blockage, the CONTRACTOR may be directed to perform cleaning activities prior to the inspection. The CONTRACTOR shall provide corrective services within sixty (60) CALENDAR DAYS without charge to the CITY for service which (1) fails to meet the standards and the specific guarantee requirements set forth in this Article, and (2) is reported to the CONTRACTOR in writing. Should the CONTRACTOR fail or refuse to perform promptly its obligations under this warranty, the CITY may render or undertake the performance thereof and the CONTRACTOR shall be liable for any expenses thereby incurred.

4.4.1 Requirements to perform the works

The CONTRACTOR shall be advised that inspection, operation, and cleaning shall not result in the interruption of sewage/storm drain service to any customer in the CITY. Sewage must be controlled within the pipeline at all times.

The CONTRACTOR shall maintain proper license(s) by the state of California to perform the required services during the period of this AGREEMENT.

The CONTRACTOR shall obtain and retain all necessary permits and observe all standard rules of safety for pedestrian and traffic control in accordance with local laws and accepted practice. Additionally, the CONTRACTOR shall demonstrate the knowledge of current safety requirements for confined space entry.

The CONTRACTOR shall observe and comply with the CITY'S policy of Zero Spills.

4.4.2 Data submission

The CONTRACTOR shall provide an electronic copy of all field inspection and cleaning to be inputted into the CITY'S computer in a format compatible with the CITY'S existing program. For the purpose of backup, a copy of the completed log sheets shall be kept by the CONTRACTOR for up to four (4) years after the CONTRACT expires or is terminated.

The CONTRACTOR shall provide video--including narration--identifying the pipe segment by MH number and street location. The narration shall verbally identify all connections, general conditions of the sewer, problem areas, location of all connections or problem areas by linear footage, and observations concerning the condition of the pipe joints. Records of the daily work, inspection logs and the video records shall be prepared and forwarded to the CITY on a weekly basis. The video recordings will become the property of the CITY.

The CONTRACTOR shall progress with the work in an orderly manner at appropriate times, not to interfere excessively with the normal routine of the neighborhood. A schedule of work shall be submitted to the CITY for review and approval prior to setting up for work, if requested.

4.4.3 Jobsite responsibilities

The CONTRACTOR shall reseal all MH encountered that were previously sealed for the control of odors or entry of extraneous water.

The CONTRACTOR shall notify and request the CITY for assistance, if needed, with the removal, dismantling, and/or replacement of any special equipment such as flow monitors or diversion gates within the MH structures.

The CONTRACTOR shall not remove any trees, plants, shrubs, or ornamental vegetation without the written consent of the CITY.

The CONTRACTOR shall be fully responsible for the job site, the scope of work of this CONTRACT, and will be subject to the direction of the CITY PROJECT MANAGER.

4.4.4 Rules and regulations of the permit and reimbursement

The CONTRACTOR shall observe and comply with all Federal, State, and local laws ordinances, codes, orders, and regulations that in any manner affect the performance of the work, specifically as it relates to sewage spills.

The CONTRACTOR shall be responsible for obtaining the "Encroachment Permit" required by the California Department of Transportation (Caltrans) when performing work on any State highway, and will be reimbursed for the cost including the agreed upon handling fee included in the "Project Cost Schedule" (Exhibit A).

The CONTRACTOR shall respond to requests from the CITY to assess the sewer condition under emergency situations. Extra time spent by the CONTRACTOR due to standby or coordination with CITY staff will be compensated by the agreed upon unit costs included in Exhibit A.

4.4.5 Emergency response

In emergency situations, the CONTRACTOR shall respond within twenty-

four (24) hours to special requests issued by the CITY for CCTV inspection and/or cleaning. The CONTRACTOR shall respond within one week for special requests for sonar/laser profiling and/or non-emergency cleaning work. The CONTRACTOR shall have full-time personnel experienced in CCTV/videotape review, and/or sonar/laser profiling, readily available to respond within the time limits noted above.

The CONTRACTOR shall be prepared to perform sewer condition assessment and cleaning services immediately upon execution of this AGREEMENT by the CITY.

Except as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the CITY, CITY-furnished data, or any third party.

4.4.6 No Guarantee of Minimum Work

The services for this CONTRACT shall be requested by the CITY on an as-needed basis. The CITY is not obligated to provide any minimum or maximum number of service requests to the CONTRACTOR under this CONTRACT. Nothing in this document or elsewhere in the CONTRACT documents shall be construed as obligating the CITY to do so.

4.4.7 Sewer Condition Assessment

The CONTRACTOR shall make a video recording of the television inspection and supply one copy to the CITY PROJECT MANAGER as needed. All data video recording(s) will become the sole property of the CITY without restrictions of future use, duplication, modification, and dissemination. The CONTRACTOR shall have no vested rights to the completed work and may not sell or reuse it without the CITY'S permission. The project data furnished to the CONTRACTOR for the use in rendering project services shall remain the sole property of the CITY. The CONTRACTOR may not sell or reuse data without the written permission of the CITY.

When LASER PROFILING is requested to survey the pipe along with the

CCTV camera, the CONTRACTOR shall create pipeline reports containing measurements of faults and other features inside the pipeline, including but not limited to pipe size, laterals, and water levels, as well as automatic analysis of pipe shape and pipe available capacity up to thirty (30) times per second.

When SONAR PROFILING is requested, the CONTRACTOR shall create pipeline reports containing visual profile, profile comparison, and dimension data of significant defects. The report shall include the longitudinal pipeline cross sections showing the crowning and/or debris profile.

4.4.8 Equipment

The CONTRACTOR shall provide equipment capable of utilizing the electronic data (EDS) computer entry system. The camera shall be 100% operable and specifically designed for in-sewer inspection of sewer lines/storm drain lines ranging from 6 inches to 150 inches in diameter. The camera shall produce a continuously-monitored picture with a high enough resolution and quality to discern small hairline cracks and other minor or major defects in the sewer and storm drain lines. It should be equipped with a ring of low intensity lights around the camera to obtain maximal peripheral vision and mitigate fogging while the footage is captured during CCTV inspection.

A nationally recognized testing laboratory must approve all electrical equipment--including the CCTV cameras--for use in hazardous locations and wet environments. This equipment must be approved for use in Class I, Division I, and Group D. Hazardous Locations as defined by the National Fire Protection Association (NFPA) Code 820-1999.

The CONTRACTOR shall have the ability to communicate with its crew at all times (i.e., cellular phone, radio, etc.).

The CONTRACTOR shall have replacement equipment available within twenty-four (24) hours in the event of equipment breakdown.

The laser profiler shall be able to attach to a CCTV camera to capture and record a video of the laser profile, as well as use machine vision software to analyze CCTV images. It shall be capable for use in pipes six (6) inches

to seventy-two (72) inches in diameter and have an accuracy of plus or minus 0.5% of the pipe's diameter.

The sonar profiler shall be able to operate in submerged and semi-submerged pipelines from eight (8) inches to eighteen (18) inches in diameter, and must be able to be used with CCTV or laser to provide simultaneous image of the pipe (both above and below waterline). The head of the sonar and its transducer shall be capable of looking sideways at angles perpendicular to the direction of the motion through the pipe, resulting in a cross-sectional view of the pipe in real time.

4.4.9 Installation

The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition, but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).

As the camera approaches a lateral connection or substantial defect, the camera progress shall be halted and the camera lens panned to further view the lateral pipe and connection (including looking up the lateral) or defect and thoroughly evaluate its condition.

Manual winches, power winches, TV cable-powered rewind, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the line. In the event that the CCTV camera will not pass through the entire MH section during the inspection operation, the CONTRACTOR shall re-set their equipment in a manner so that the inspection can be performed from the opposite MH. If the camera fails to pass through the entire section despite such re-setting, the CONTRACTOR shall notify the LASAN CWNCD/CWSCD maintenance yard immediately.

If the CONTRACTOR encounters a condition where public safety is threatened during the CCTV inspection such as, but not limited to, a pipe hole, pipe collapse, STOPPAGE, blockage, and/or eminent sewer spill, the CONTRACTOR shall provide a video tape copy of the section of line containing said condition to the CITY PROJECT MANAGER within twenty-four (24) hours of the encounter.

If the camera is jammed inside the sewer and cannot be retrieved during the CCTV inspection, the CONTRACTOR shall not excavate the pipe to retrieve it. The CONTRACTOR shall inform the CWNCD/CWSCD immediately for assistance. It is CONTRACTOR'S responsibility to remove the camera without damaging the sewer.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the two MH of the section of being inspected to ensure that adequate communication exists between members of the crew.

Footage measurements shall begin at the centerline of the upstream MH, unless specific permission is given to do otherwise by the CITY PROJECT MANAGER.

Accuracy of the measurement shall be checked by the CONTRACTOR daily by use of a walking meter, roll-of-tape, or other suitable device.

The date of the inspection, the structural number of the upstream and downstream MHs corresponding to the line section being inspected, and a continuous forward and reverse footage readout of the camera distance from the MH of reference shall be continuously displayed on the monitors.

The installation of the profiling sonar shall allow the inspection of siphons and shall be able to be deployed upstream and downstream from an inlet or outlet MH.

4.4.10 Documentation of Television/Profiling Results

An executive summary of the CCTV inspection or a preliminary report for the SONAR/LASER PROFILING shall be provided in a format acceptable to the CITY and shall be provided within one (1) week from the completion of the inspection. A final report for the SONAR/LASER PROFILING shall be submitted to the CITY PROJECT MANAGER within four (4) weeks from the completion of the inspection. The executive summary shall clearly identify the location, in relation to adjacent MHs (i.e., stations), of each lateral connection discovered. In addition, other data of significance, including the locations of unusual conditions, cracks, misalignments,

collapsed sections, presence of debris and deposits, and other discernible features shall be included as brief and informative comments regarding the condition of the sewer or storm drain.

During CCTV inspection activities, the CONTRACTOR shall complete both a written and electronic pre-formatted log sheet using the CCTV inspection defect code manual and submit them to the CITY within one (1) week after the assignment was made to the CONTRACTOR. Both the television inspection defect code manual and the pre-formatted log sheet will be provided to the CONTRACTOR by the CITY.

The CITY reserves the right, at its discretion, to convert the written report to digitized form. At the time the CITY makes such a determination, the CONTRACTOR will be required to provide the documentation in the new format without extra cost to the CITY.

The CONTRACTOR shall record a color video of the sewer in digital format. A copy of the video shall be provided to the CITY on a hard disk or flash drive. Said copy shall be provided to CWNCD/CWSCD within one (1) week after the job is assigned to the CONTRACTOR. For emergency requests, the CONTRACTOR shall have the ability to provide the copies of the digital recordings to the CITY within twenty four (24) hours after the assignment was made to the CONTRACTOR. The CONTRACTOR shall have all digital recordings and necessary playback equipment readily accessible for review by the CITY PROJECT MANAGER through the duration of the CONTRACT. The video shall give clear pictures of the conditions of pipelines that require cleaning or have any other structural problems. Digital video recordings deemed unacceptable by the CITY shall be reproduced by the CONTRACTOR at no cost to the CITY. The CITY reserves the right to change the video recording requirements, stated herein, provided reasonable notice is given to the CONTRACTOR.

CCTV recordings shall include the following visual and auditory information:

Visual:

- Work order number
- MH I.D. numbers
- Pipe material
- Date of CCTV inspection

- Current distance along reach (tape counter footage)
- Printed labels on tape container and tape cartridge including location, date format, and other descriptive information

Audio:

- Date of CCTV inspection
- Verbal confirmation of upstream and downstream MH I.D numbers
- Verbal description of pipe size, type, and pipe joint length
- Verbal description and location of each defect
- Verbal description and location of each lateral connection

4.4.11 Acceptable CCTV Standard

The television inspection and condition assessment of the sewer or storm drain pipe shall be conducted per the requirements stated in this CONTRACT. The picture of the television inspection should be clear for the CITY to assess the condition. The record and the documentation of the CCTV inspection submitted to the CITY should be correct and complete.

If at any time the CITY is not satisfied with the quality of the CCTV inspection conducted by the CONTRACTOR, the CONTRACTOR shall re-record the pipe or resubmit the records at no extra cost to the CITY within 24 hours. The CONTRACTOR'S substandard work as evaluated by the City may also result in the CITY terminating the CONTRACT.

4.4.12 Submittal of Television and Sonar/Laser Profiling Results

Digital videos, written reports, and SONAR/LASER PROFILING reports shall be submitted to the address below, or to any other location requested by CWNCD/CWSCD and/or the CITY PROJECT MANAGER:

LA Sanitation and Environment
Clean Water North Collection Division
Attention: PAUL BLASMAN
CCTV Program Manager
2714 Media Center Drive
Los Angeles, CA 90065

4.4.13 Sewer Cleaning

Sewer cleaning and maintenance methods depend on the characteristics of the wastewater being conveyed to the water reclamation plant, fluctuations in wastewater flows, alignment or grade of the sewer, pipe material, and condition of the sewer. There are two distinct cleaning methods to cleaning sewers and clearing and preventing stoppages: hydraulic and mechanical:

- A. The hydraulic cleaning method shall clean the sewer with water that is pressurized by a machine to produce high water velocities. The hydraulic cleaner used by the CONTRACTOR must be a high velocity sewer cleaner. These velocities shall be high enough to wash most FOG, grit, and debris found in sewers and leave the pipe clean. High velocity sewer cleaners rely on jets of high water velocity water squirting from a nozzle at the end of a hose in a sewer. High water velocity cleans the walls of the sewer and pushes the water and debris downstream where it shall be removed at the MH.
- B. The hydraulic cleaning method shall consist of equipment with the ability to clean sewers using high water velocities produced by pressurized water.
- C. The mechanical cleaning method shall consist of equipment with the ability to clean and clear stoppages in sewers by scraping, cutting, pulling, or pushing the material out of the pipe. Mechanical cleaning equipment shall include but not be limited to bucket machines, power rodders, hand rods, and winches for pulling scrapers, porcupines, and swabs. Mechanical devices are more effective at clearing than at cleaning sewer lines. The CONTRACTOR shall thoroughly flush the sewer pipe in order to remove all remaining debris.

4.4.14 Material Removal

All dirt, sand, rocks, FOG, and other solid or semi-solid material resulting from the cleaning operation of the sewer lines shall be removed at the downstream MH of the section being cleaned. The CONTRACTOR shall maintain records of the quantities of material from each section inspected,

and shall retain these records and have them readily accessible for review by the CITY for the duration of the CONTRACT, and for a period of an additional four (4) years after the CONTRACT has expired. NOTE: debris levels in the sewer system can vary substantially. It is not uncommon for sewers to have debris levels of one quarter (1/4) or one half (1/2) of the full pipe diameter.

4.4.15 Material Disposal

All solids or semi-solids resulting from the cleaning operations shall be removed daily from the site and disposed of by the CONTRACTOR. Unless arrangements are made by the CITY for the CONTRACTOR to dispose of these materials at a CITY facility, CONTRACTOR shall haul these materials to an appropriate disposal site. CONTRACTOR will be compensated for the dump fee at the site other than the CITY facility. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, etc. on the job site beyond a single workday, except in completely enclosed containers and as approved by the CITY PROJECT MANAGER. The CONTRACTOR shall meet all federal and state requirements for cleaning and disposal of material to the appropriate disposal site.

The CITY reserves the right to modify the application of the cleaning method at any time. The CONTRACTOR shall provide all labor, equipment, and material needed to thoroughly clean and maintain the required sewers.

4.4.16 Substitutes and Proven Equivalents

The CITY will consider use of any substitute or equivalent technologies, procedures, methods or materials. Should the CONTRACTOR wish to use other methods other than as specified herein, the CONTRACTOR shall submit to the CITY for review comprehensive descriptive literature describing the proposed new technology, procedures, methods or materials. In the event such substitute methodologies prove not to meet the cleaning standards set forth herein, the CITY reserves the right to reject equivalent methods which were submitted or previously approved. No substitutions are permitted without the CITY'S written approval where reasonably practical.

4.4.17 Acceptable Performance Standard

Sewer pipes ranging from 6 to 60 inches shall be restored to a minimum of 95% of its original capacity as measured by pipe diameter and cross section that the CONTRACTOR is directed to clean before CCTV or SONAR/LASER PROFILING. If any cross section has more than 5% of the area blocked after a cleaning has been performed, the CONTRACTOR will be required to re-clean the pipe. Redeploying CCTV or SONAR/LASER PROFILING equipment may also be required at the CITY PROJECT MANAGER'S discretion. The additional work necessary to demonstrate the compliance shall be at no cost to the CITY.

The acceptable performance standard applies only to sewer stoppages caused by FOG, debris, roots, and foreign matter. It does not apply to stoppages caused by flat, collapsed, or deformed pipes, or flooding caused by a surcharged or clogged sewer section downstream of the guaranteed sewer section. The decision of the CITY as to the cause of a stoppage is binding.

Any time the CITY is not satisfied with the cleaning quality or performance of the CONTRACTOR, the CITY can terminate cleaning activities or the entire CONTRACT at any time. The CONTRACTOR shall only be paid for the actual work performed up to the termination of the CONTRACT.

4.4.18 Documentation of Sewer Cleaning

Upon completing the sewer maintenance cleaning, the CONTRACTOR shall prepare a report of the sewer cleaned. A hard and electronic copy of the report shall be submitted with, at minimum, the following information:

- Report date
- Project identification, e.g. Project A - Hollywood Area Sewer Map 468
- Date of cleaning
- Upstream and downstream MH numbers
- Pipe diameter
- Pipe material
- Footage
- Method of cleaning used in each sewer reach
- Date of sewer condition assessment

- Special conditions or observations found by cleaning crew

In order to ensure the proper operation and maintenance of the CITY'S sewer system, it is essential that accurate records of performance be maintained. It is imperative that the CONTRACTOR accurately report all work accomplished, especially the condition of the pipeline after cleaning. All required records shall be completed daily, while a complete, written report shall be submitted to the CITY on a weekly basis. All requests for payment must be accompanied by the completed work orders and report in order for the request to be processed. In an effort to ensure consistency in reporting, the table of condition codes presented below is to be utilized by CONTRACTOR'S cleaning crews.

Table of Condition Codes

Cause of Blockage	Extent of Observable Blockage			
	Clear	Light	Moderate	Heavy
Grease	No observable grease	<ul style="list-style-type: none"> - Milky white liquid - No observable chunks 	<ul style="list-style-type: none"> - Small chunks/no "logs" - 1-2 passes required to clean - Requires cleaning <2 times per year 	<ul style="list-style-type: none"> - Large chunks/logs - Operator concern for downstream clogging - >30 mins to clean - >4 passes required to clean - Requires cleaning 3-4 times per year
Grit/ Debris	No observable grit or debris	<ul style="list-style-type: none"> - <2 gallons removed - 1 pass sufficient to clean 	<ul style="list-style-type: none"> - Less than 5 gallons removed - 1-2 passes required to clean - Requires cleaning <2 times per year 	<ul style="list-style-type: none"> - >5 gallons removed - Operator concern from downstream clogging - >30 mins to clean - >4 passes required to clean - Requires cleaning 3-4 times per year
Roots	No observable roots	<ul style="list-style-type: none"> - Only thin/stringy roots captured in nozzle - 1 pass sufficient to clean 	<ul style="list-style-type: none"> - Thin/stringy roots are captured in trap; no large clumps - 102 passes required to clean - Requires cleaning <2 times per year 	<ul style="list-style-type: none"> - Thick roots present; large clumps - Operator concern for downstream clogging - >30 mins to clean - >4 passes required to clean - Requires cleaning 3-4 times per year

4.4.19 Performance Guarantees

The CONTRACTOR is required to make the following performance guarantees to the CITY and assume liability for all associated performance damages as specified. As security for performance under the terms of the documents of this CONTRACT, the CONTRACTOR shall furnish, upon execution of a personal services contract with the CITY, a performance bond or equivalent security in a form acceptable to the CITY. The term of the performance bond or approved equivalent shall be for the life of the personal services contract to cover the total cost included in Exhibit A, "Project Cost Schedule".

4.4.20 Spill Provisions

The CONTRACTOR shall observe and comply with the CITY'S policy of "ZERO SPILLS" adopted by the BOARD on June 28, 1998. In the event that an emergency should arise during cleaning activities, the CONTRACTOR shall contact the CITY immediately. Liability for sewage spills due to CCTV inspection, or cleaning work which results in damage to private facilities or properties by this action, shall be the CONTRACTOR'S responsibility.

The CONTRACTOR shall develop and submit to the CITY PROJECT MANAGER, for review and approval, a written Spill Response Plan, prior to performing any work specified in this CONTRACT. The Spill Response Plan shall be developed to respond to any sewage spill related to the work being performed for this CONTRACT. This includes, but is not limited to: 1) arranging for an emergency response unit comprised of emergency response equipment and trained personnel to be immediately dispatched to the job site in the event of a sewage spill(s); and 2) developing and including an emergency notification procedure which includes an emergency response roster with telephone numbers and arrangements for backup personnel and equipment and an emergency notification roster of the designated CITY representatives. The CONTRACTOR shall designate a primary and secondary representative and include their respective phone numbers and cellular phone numbers. The CONTRACTOR'S representatives shall be accessible and available at all times to respond immediately to any related emergency.

If there is a sewage spill while the CONTRACTOR is performing inspection or cleaning, the CONTRACTOR shall act immediately, without instructions from the CITY or CITY PROJECT MANAGER, to control the

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spill and take all appropriate steps contain it in accordance with their Spill Response Plan. The CONTRACTOR shall then immediately notify the CITY representatives of the spill and all actions taken. The CONTRACTOR shall, within three (3) business days from the occurrence of the spill, submit to the CITY and/or CITY PROJECT MANAGER a written confirmation which shall include the following information related to the spill: the location on a map; the nature and volume; the date and time; the duration; the cause; the type of remedial and/or clean up measures taken and the date and time of implementation; the corrective and/or preventive actions taken; and the water body impacted and results of any necessary monitoring. Requests for additional compensation for the handling of the spill shall be submitted to the CITY PROJECT MANAGER as a claim. The CONTRACTOR shall assure the validity and accuracy, of the claim under penalty of perjury. The CITY and/or CITY PROJECT MANAGER may institute further corrective actions, as deemed necessary, to fully comply with existing law, ordinance, code, order, or regulation. If it is determined by the CITY that the spill was caused by the negligence of the CONTRACTOR, the CONTRACTOR shall be responsible for all costs incurred for the corrective actions.

4.4.21 Service Area/Clean-Up

The CONTRACTOR may only draw water from the public water supplies at locations and using procedures approved by the CITY. Sewer service to homeowners shall not be interrupted. The CONTRACTOR must be aware that excessive discharge pressure, and/or excessive quantities of water may enter houses or travel up forward clean-outs onto residential or commercial lawns. The CONTRACTOR shall respect the rights of the property owner and not enter private property without first obtaining permission from the owner of the property. Some lines are located in easements that are difficult to access. In such instances, the CONTRACTOR must make arrangements with the CITY PROJECT MANAGER to complete the work for all pipe sections.

4.4.22 Scheduling

For non-emergency CCTV or cleaning requests, the CONTRACTOR shall submit a schedule to the CITY PROJECT MANAGER, at least one (1) week in advance, prior to performing the planned work. No sewer cleaning shall be performed unless the CITY has received this schedule and has

given its written authorization to proceed.

The CONTRACTOR must schedule all work for each sewer listed beginning at the most upstream end and proceeding in a downstream direction until all work on that sewer is completed. Sewer cleaning may only be performed on sewers with a flow level of 75% or less of the pipe diameter. The CONTRACTOR shall notify the CITY of any sewer flow that exceeds a flow level of 75% at the close of the business day.

All work shall be performed during normal business hours observed by the CITY (7:00 am to 4:00 pm Monday through Friday). Work during other hours, weekends, or HOLIDAYS, may only be performed with written permission from the CITY. The CITY reserves the right to inspect all work as it is performed and to reject any work that in the opinion of the CITY is defective in workmanship and materials. In the event that the CITY deems the work performed defective in workmanship, the CITY can halt or terminate the work of the CONTRACTOR at any time. In the event that the work schedule proposed by the CONTRACTOR places the CITY at an inconvenience with respect to the inspection of the work, the CITY may require the CONTRACTOR to halt or delay the work, reduce the number of crews on the job, or take any other steps deemed necessary by the CITY to enable the CITY to exercise the right to inspect. The CITY reserves the right to rearrange the CONTRACTOR'S schedule as needed to accommodate emergency work or other activity that may need to be performed in sewers scheduled to be cleaned.

4.4.23 Property Damage Caused by the Contractor

Should any damages be caused to public or private property by the CONTRACTOR or his employees or agents, the CONTRACTOR will be required to make repairs immediately and return it to its original condition or better. The CITY may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from monies due, or to become due, to the CONTRACTOR under this or any other CONTRACT with the CITY. All repairs and/or replacements must be performed to the satisfaction of the CITY.

4.4.24 Protection of Water Reclamation Plant and Receiving Waters

The CONTRACTOR shall take all steps necessary and appropriate to

prevent adverse effects on the Water Reclamation Plant processes.

The CONTRACTOR attests, through agreeing to the CONTRACT, that the CONTRACTOR is expert in this type of work, and recognizes and understands the risks posed by this type of work on Water Reclamation Plant processes. The CONTRACTOR shall not rely on the CITY for guidance in this regard.

Introduction of any materials in any Water Reclamation Plant must be done with the approval of the Water Reclamation Plant Manager/Superintendent for that plant. The CONTRACTOR shall notify the Water Reclamation Plant Manager/Superintendent of the date and time of all intended work that may affect any Water Reclamation Plant during the performance of the CONTRACT. The CONTRACTOR should provide the water reclamation plant with the data or other information requested by the Water Reclamation Plant Manager/Superintendent, including specimen product labels and Material Safety Data Sheets, for any materials introduced into the collection system.

The CONTRACTOR shall provide the Water Reclamation Plant Manager/Superintendent with the names and phone numbers of individuals in a position to notify the CONTRACTOR'S crews of the need to immediately halt work, including the names and phone numbers of the CITY, CONTRACTOR, or other local phone numbers of the CONTRACTOR'S on-site supervisor. The CONTRACTOR shall maintain daily communications with the Water Reclamation Plant Manager/Superintendent to ensure that the cleaning and maintenance are not having any adverse effects on Water Reclamation Plant processes. In the event that a Water Reclamation Plant experiences any reduction in operating efficiency during the execution of the CONTRACT, resulting from performed cleaning, maintenance, or other causes, the CONTRACTOR shall immediately suspend all applications and notify the CITY. The CONTRACTOR shall continue operations only after any problems at the Water Reclamation Plant have been corrected, and the CONTRACTOR has taken appropriate steps, satisfactory to the CITY and the Water Reclamation Plant Manager/Superintendent, to prevent the recurrence of any problems at the corresponding Water Reclamation Plant

The CONTRACTOR shall be held financially responsible for any adverse effects on Water Reclamation Plant processes which are directly or

indirectly caused by the cleaning and any other related application, including but not limited to the following: damages to plant processes or equipment, clean-up and restoration costs, fines imposed on the CITY or on the operator of the Water Reclamation Plant by State or Federal agencies, pollution of receiving water, and civil suits. The CONTRACTOR shall further indemnify and hold harmless the CITY and the operator of the Water Reclamation Plant against all costs, including legal expenses, relating to Water Reclamation Plant failure or other damages or pollution or contamination caused, directly or indirectly, by the applications of any chemicals by the CONTRACTOR for cleaning and maintenance.

4.4.25 Sewer Preparation

No special requirements or preparations are needed to prepare the sewers for cleaning. Should the CONTRACTOR deem that a special arrangement is needed in order to proceed with the cleaning of the sewer, it shall first be brought to the attention of the CITY PROJECT MANAGER for review to determine if the special arrangement is needed.

4.4.26 Blockages and Surcharges

In the event a sewer section is surcharged due to a blockage, the CONTRACTOR shall notify the CITY immediately. The CITY will either take the responsibility of clearing the blockage or require the CONTRACTOR to clean the sewer until the surcharge condition is relieved and blockage is clear. The CCTV inspection of this reach may need to be rescheduled. Sewer maintenance may only be performed on sewers with a flow level of 75% or less of the pipe's diameter. If the surcharge due to a blockage was caused by the CONTRACTOR, the CONTRACTOR shall be responsible for any cost to remove the blockage and relieve surcharging.

4.4.27 Inaccessible Maintenance Holes

In the event that a MH cannot be located or is inaccessible, the CONTRACTOR shall move to the next MH where work can be performed. The CONTRACTOR shall notify the CITY of the problem on the next business day, and the CITY will conduct an investigation. The CONTRACTOR will be required to return to the site to complete any

unfinished sewer cleaning after the problem has been rectified.

4.4.28 Emergency Notification

The CONTRACTOR shall immediately notify the CITY whenever a surcharged sewer or a partial or total pipe blockage is discovered. The CONTRACTOR shall contact the CITY at (323) 342-6002 during normal business hours (7:00 am to 4:00 pm) Monday through Friday, except HOLIDAYS, or the CITY'S emergency phone number at (310) 822-0777 at all other times. The CONTRACTOR shall indicate the location, nature of the problem, and the time the problem was first discovered or detected. Unless otherwise instructed by CITY representatives, the CONTRACTOR may continue working, but shall remain onsite or nearby until CITY forces arrive.

4.4.29 Safety

The CONTRACTOR shall comply with all Federal, State, and local safety regulations and all applicable Cal-OSHA requirements.

In the event that confined-space entry into a live sewer is necessary to perform the services under this CONTRACT, the CITY requires continuous ventilation and monitoring of the MH atmosphere for hydrogen sulfide, combustibles, and oxygen concentration during MH entry. The CONTRACTOR is required to operate and maintain its safety equipment and is responsible for all safety training for its crew. The CONTRACTOR shall never leave an open MH unattended.

All equipment must be removed from the sewer at the end of each work session.

The CONTRACTOR shall perform all work in the safest possible manner. The CITY may make unannounced inspections to ensure compliance with safety requirements. If the CONTRACTOR is deemed to be working in an unsafe manner by the CITY, the CONTRACT may be terminated.

4.4.30 Traffic Control

All costs for labor, equipment, and materials required to establish traffic control shall be included in the CONTRACT price. The CONTRACTOR

must comply with peak hour traffic restrictions that apply to major CITY roadways and primary streets in accordance with the Los Angeles Municipal Code. In addition, the CONTRACTOR must conform to any applicable weekend and holiday traffic restrictions.

Traffic control shall be established by the CONTRACTOR and shall conform to requirements of the current "Manual of Traffic Controls for Construction and Maintenance Work Zones", issued by the State of California Department of Transportation, or the current "Work Area Traffic Control Handbook (WATCH)". There are a number of sewers in heavy traffic areas which will require the use of arrow board and an extensive traffic control setup. When major traffic control setup is required by the CalTrans Encroachment Permit beyond the regular control by setting up cones, the CITY may consider compensating the CONTRACTOR for the extra costs.

4.4.31 Contractor Schedule of Services and Costs

For CONTRACTOR Schedule of Services and Costs, please see EXHIBIT A, "Project Cost Schedule".

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

5.1 CONTRACTOR designates the following people to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

Name, Title: Mark Metcalfe, Vice President of Operations
Dean Monk, Divisional Manager
Steve Powers, Branch Manager
Address: 23311 Madero
Mission Viejo, CA 92691
Telephone Number: (909) 598-9743
E-mail address: spowers@hswcorp.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER'S approval.

5.2 The CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and the CONTRACTOR shall

not change personnel assigned to these positions without the prior written consent and approval of the CITY PROJECT MANAGER, whose consent shall not be withheld unreasonably.

- 5.3 Unless otherwise approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY has the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by the CITY.
- 5.4 The CONTRACTOR shall not use SUBCONTRACTORS to assist in performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONTRACTORS. CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of any SUBCONTRACTOR. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any provision of CONTRACT between the CITY and any SUBCONTRACTOR.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

The CITY designates Mr. Paul Blasman as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of the AGREEMENT relating to the conduct and approval of the work to be performed. Whenever the term “approval of CITY,” “consult with CITY,” “confer with CITY,” or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY PROJECT MANAGER may designate an assistant to act in his/her stead. The CITY may designate another CITY employee to succeed Mr. Paul Blasman as CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such event.

The CITY shall furnish, without charge, facilities and resources available to the CONTRACTOR as deemed reasonably necessary and appropriate by the CITY. The CITY will provide maps of the CITY'S sewer system which indicate the sewer structures, mainly the MHs and the pipelines identified by the CITY. The CITY will also provide the work orders to the CONTRACTOR. Majority of the work to be performed by CCTV Inspection are of the entire drainage basin, including sewers located within CITY easements on private property.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for five (5) years, from the date of full execution unless terminated as provided under Article 8, or extended by a duly approved amendment to this AGREEMENT and signed by the parties. In addition, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of one year, during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on month-to-month basis prior to the end of the initial five (5) year term, by providing the CONTRACTOR a written notice at least 90 days prior to expiration of the AGREEMENT. During such period of month-to-month operation, if either party decides to terminate the relationship, the CONTRACTOR shall be obligated to continue performance for at least sixty (60) days after written notice from the terminating party.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred:

- A. This CONTRACT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;
- B. This CONTRACT has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and
- D. This CONTRACT has been signed on behalf of the CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into this CONTRACT.

ARTICLE 8 – TERMINATION

8.1 Termination for Convenience

CITY may terminate this CONTRACT for CITY'S convenience at any time by providing CONTRACTOR thirty (30) days written notice. Upon receipt of the notice of termination, CONTRACTOR shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination.

Thereafter, CONTRACTOR shall have no further claims against CITY under this CONTRACT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

8.2 Termination for Breach of Contract

- 8.2a Except as provided in Article 20, if CONTRACTOR fails to perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within the time period allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this CONTRACT due to CONTRACTOR'S breach of this CONTRACT.
- 8.2b If the default under this CONTRACT is due to CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and Contractor's obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements.
- 8.2c If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this CONTRACT.
- 8.2d If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates CITY'S laws, regulations or policies relating to lobbying, then CITY may immediately terminate this CONTRACT.

8.2e Acts of Moral Turpitude

- i. The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- ii. If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.
- iii. If CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of this CONTRACT.
- iv. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- v. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

8.3 In the event the CITY terminates this CONTRACT as provided in this section, the CITY may procure, upon such terms and in the manner as the CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and the CONTRACTOR shall be liable to the CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

8.3a If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8.1 Termination for Convenience.

8.3b The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.3c In the event that this CONTRACT is terminated, the CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS, and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five (5) business days of the termination.

ARTICLE 9 – SUBCONTRACT APPROVAL

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered SUBCONTRACTORS.

The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this AGREEMENT without the prior written approval of the CITY. The CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve the CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 10 – COMPENSATION, INVOICING, AND PAYMENT

10.1 Cost Ceiling

The cost ceiling for this CONTRACT shall not exceed \$20,000,000 during the entire term of the CONTRACT, or as modified by the CITY. The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the cost ceiling. The CONTRACTOR shall not be obligated to continue to performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the cost ceiling unless and until CITY shall have notified CONTRACTOR in writing that such cost ceiling has been increased and shall have specified such notice an estimated cost ceiling which shall thereupon constitute the cost performance of this AGREEMENT. In the absence of the specified notice, CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the CONTRACTOR in excess of the cost ceiling prior to such increase shall be allowable to the same extent as if such costs had been incurred after the increase.

10.2 Compensation

The CONTRACTOR shall be compensated for all services provided as described herein in accordance with the applicable rate schedules as indicated in EXHIBIT A, "Project Cost Schedule".

10.3 Costs Incurred Prior to Full Execution of This Agreement

Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the CONTRACTOR, if said costs were incurred in completing any task specifically authorized by this AGREEMENT, and said costs are reviewed and approved by the CITY and approval for payment occurs after the AGREEMENT is fully executed.

10.4 Invoice Procedures

The CONTRACTOR shall prepare an invoice on a weekly basis (every Monday) for work that has been assigned and completed to the CITY'S satisfaction. The CONTRACTOR is responsible for the preparation and completion of a complete and accurate invoice. Invoices shall be prepared in such form and supported by

such copies of invoices, time sheets and other documents of proof as may be reasonably required by the CITY to establish the amount of invoices as being allowable. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for any costs incurred for invoice preparation.

10.5 Invoice Submittal

The CONTRACTOR shall submit all invoices to:

Paul Blasman
CCTV Program Manager
City of Los Angeles, LA Sanitation and Environment
Clean Water North Collection Division
2714 Media Center Drive
Los Angeles, CA 90065

Clearly indicate on the outside of the envelope that it contains invoices for the CCTV Program, to ensure prompt processing. The CITY may change the submittal address, in writing, at any time.

10.6 Invoice Submittal Deadline

The CITY shall not be responsible for payment of invoices of supplemental invoices submitted to the CITY more than one year after the date of expiration of this AGREEMENT.

10.7 Invoice Approval and Processing

Invoices shall be based on the actual footage televised or cleaned, not the quantity identified by the CCTV's SIMMS maps or on the work orders given to the CONTRACTOR. Substandard work which does not meet the CITY'S acceptable standard will not be paid. Payments shall be made upon the submission of a complete and accurate invoice. The CITY PROJECT MANAGER shall resolve any dispute regarding actual footage measurements.

10.8 Discounts, Late Charges, and Disputes

The CONTRACTOR agrees to offer a three percent (3%) discount to the CITY if the payment is issued within thirty (30) CALENDAR DAYS after the invoice is

received by the CITY. The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges or penalties incurred by the CONTRACTOR from any subcontractor or supplier for any item provided under the CONTRACT. In the event that a dispute arises over an invoice, the CITY shall pay any undisputed portion of the amount due within the time period required for such payment, and any required payments of the disputed amount in accordance with existing CITY practices.

10.9 Rate Adjustments Due To Changes In Regulations

If state or federal regulations are changed in a manner which may affect the rates described in the AGREEMENT, then the CITY and the CONTRACTOR shall enter into negotiations to modify the affected rates. All adjustments shall be based on direct evidence that the regulatory change has affected the unit rate or percent markup as currently stated.

10.10 Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be reasonably required by the CITY to establish the amount of such invoices as allowable expenses. All invoices shall be subject to audit.

10.11 The CITY shall not be obligated to reimburse the CONTRACTOR for costs incurred in excess of the Project Services Cost Estimate set forth. The CONTRACTOR shall not be obligated to continue performance (including actions under the temporary stop work or termination clauses) or otherwise incur costs in excess of the Project Services Cost Estimate unless and until the CITY shall not be obligated to reimburse the CONTRACTOR for any costs in excess of the Project Services Cost Estimate set forth, whether those costs were incurred during the course of the AGREEMENT or as a result of termination.

10.12 When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by the CONTRACTOR in excess of the Project Services Cost Estimate for any work requested by the CITY, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase.

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any

payments to the CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. The CONTRACTOR agrees that any services provided by the CONTRACTOR, purchases made by the CONTRACTOR or expenses incurred by the CONTRACTOR in excess of the appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for the services, purchases or expenses. The CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT.

10.13 The CONTRACTOR and the CITY agree that no indebtedness for work performed which results in costs under this AGREEMENT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work. However, if the CITY shall appropriate funds for any successive fiscal years, the CITY'S liability shall be extended to the extent of such appropriation subject to the terms and conditions of this AGREEMENT.

10.14 False Claims Act

The CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California False Claims Act (Cal. Gov. Code 12650 et.seq), including treble damages, costs of legal actions to recover payments and civil penalties of up to \$10,000 per false claim.

ARTICLE 11 – AMENDMENTS, CHANGES, OR MODIFICATIONS

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written AGREEMENT between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

ARTICLE 12 – INDEMNIFICATION AND INSURANCE

12.1 Indemnification

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, the CONTRACTOR shall defend, indemnify and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from

and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

12.2 Insurance

During the term of this CONTRACT and without limiting the CONTRACTOR'S obligation to indemnify, hold harmless and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverage and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit C hereto). The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit C); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit C hereto. Exhibit C is hereby incorporated by reference and made a part of this CONTRACT.

12.3 Bonds

All bonds required by the CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

ARTICLE 13 – INDEPENDENT CONTRACTOR

The CONTRACTOR is an independent contractor and not an agent or employee of the CITY. The CONTRACTOR shall not represent or otherwise hold out itself or any of its

directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

ARTICLE 14 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

The CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

ARTICLE 15 – INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless The CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product (as defined in Article 17) furnished by the CONTRACTOR, or its SUBCONTRACTORS, under this CONTRACT. The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 16 – INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT does not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

ARTICLE 17 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT (each a “Work Product”; collectively “Work Products”) shall be and remain the exclusive property of the CITY for its use in any manner the CITY deems appropriate. The CONTRACTOR hereby assigns to the CITY all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY’S ownership of rights provided herein.

The CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its SUBCONTRACTORS under this CONTRACT, the CONTRACTOR shall secure a grant, at no cost to the CITY, for a non-exclusive perpetual license to use such Work Products for any CITY purposes.

The CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under this CONTRACT such that the CITY’S ownership and license rights of all Work Products are preserved and protected as intended herein.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 27.

ARTICLE 19 – CONTACT PERSONS, PROPER ADDRESSES, NOTIFICATION

All notices shall be made in writing and may be given by personal delivery, U.S. mail or electronic mail. Notices sent by U.S. mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

To the CITY

Contact Person: Paul Blasman, Project Manager
Address: Clean Water North Collection Division
2714 Media Center Drive
Los Angeles, CA 90065
Telephone: (323) 342-6040
E-mail: paul.blasman@lacity.org

To the CONTRACTOR

Contact Person: Mr. Dean Monk, Divisional Manager
Address: Hoffman Southwest Corp., dba Professional Pipe Services
23311 Madero
Mission Viejo, CA 92691
Telephone: (909) 598-9743
E-mail: bruce.lux@hswcorp.com

ARTICLE 20 – EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's SUBCONTRACTORS), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform

must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a SUBCONTRACTOR of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, the CONTRACTOR shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR were obtainable from other sources in sufficient time to permit the CONTRACTOR to perform timely. As used in this CONTRACT, the term "SUBCONTRACTOR" means a subcontractor at any tier.

In the event the CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, the CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

ARTICLE 21 – SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 22 – DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 23 – ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 24 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of this CONTRACT, the CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this CONTRACT is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this CONTRACT shall not be affected.

ARTICLE 25 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

For the duration of this CONTRACT, the CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

ARTICLE 26 – WAIVER

A waiver of a default of any part, term or provision of this CONTRACT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 27 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights under this CONTRACT, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

ARTICLE 28 – PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the CONTRACTOR'S performance of this CONTRACT. The CONTRACTOR shall immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONTRACTOR'S performance of this CONTRACT.

ARTICLE 29 – BEST TERMS

Throughout the term of this CONTRACT, the CONTRACTOR, shall offer the CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 30 – CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this CONTRACT.

ARTICLE 31 – BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 32 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in Los Angeles Administrative Code (LAAC) Section 10.8 *et seq.*, as amended from time to time.

- A. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 33 – CHILD SUPPORT ASSIGNMENT ORDERS

The CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of the CONTRACTOR or principal

owner to cure the default within 90 days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 34 – LIVING WAGE ORDINANCE

The CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 35 – PREVAILING WAGE

The CONTRACTOR agrees to comply with applicable sections of the Labor Code of the State of California, pertaining to labor and prevailing wage scale for individuals involved in the construction, alteration, demolition, installation, or repair work done under this CONTRACT. The CONTRACTOR may contact Chris Jenson at (213) 847-2662 for current prevailing wage rates information.

Payroll documentation and other related information pertaining to workers and wages shall be submitted upon request to the Office of Contract Compliance, according to Section 1776 of the California Labor Code. Failure to comply may result in wage restitution and/or State penalties in accordance with the California Labor Code that pertains to public works projects.

A Labor Compliance Manual to aid in understanding the CONTRACTOR'S responsibilities under this section is included in the Attachments. In addition, the CONTRACTOR is recommended to attend a Prevailing Wage training workshop hosted by the Bureau of Contract Administration every second Monday of the month. Contact Chris Jenson at 213-847-2662 for more details on the workshop.

ARTICLE 36 – WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 37 – ACCESS AND ACCOMMODATIONS

The CONTRACTOR represents and certifies that:

- A. The CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

ARTICLE 39 – BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, the CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposals process, throughout the duration of this CONTRACT. The CONTRACTOR shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to MBE/WBE/SBE/EBE/DVBE/OBE firms. The CONTRACTOR shall perform subcontractor outreach activities through BAVN. The CONTRACTOR shall not change any of its designated SUBCONTRACTORS or pledged specific items of work to be

performed by these SUBCONTRACTORS, nor shall The CONTRACTOR reduce their level of effort, without prior written approval of the CITY.

ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE

The CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. EXHIBIT D is attached hereto and incorporated herein by this reference.

ARTICLE 41 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 42 – MUNICIPAL LOBBYING ORDINANCE

Any Contractor for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, EXHIBIT K, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 43 – FIRST SOURCE HIRING ORDINANCE

The CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by the

CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 44 – RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, the CONTRACTOR'S principals, and the CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for performance under the CONTRACT, and the principals of those SUBCONTRACTORS (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed. Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12) shall include the following notice in any contract with any SUBCONTRACTOR expected to receive at least \$100,000 for performance under this CONTRACT:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at <http://ethics.lacity.org> or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

ARTICLE 45 – IRAN CONTRACTING ACT

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the CITY for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

ARTICLE 46 – INTEGRATED CONTRACT

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 11 hereof.

ARTICLE 47 – SUSPENSION

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY until the CITY gives written notice to recommence the services.

ARTICLE 48 – DATA PROTECTION

47.1 The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY'S satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At CITY'S sole discretion, the CITY and its

authorized agents shall have the right to lead or participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents and law enforcement.

- 47.2 If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

ARTICLE 49 – LOCAL BUSINESS PREFERENCE ORDINANCE

The CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 50 – CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

The CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 51 – COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

The CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. The CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

ARTICLE 52 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES CODE SECTION 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by CITY. The CONTRACTOR is required to have all employees, volunteers and SUBCONTRACTORS (including all employees and volunteers of any SUBCONTRACTOR) of the CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at the CONTRACTOR'S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 53 – POSSESSORY INTERESTS TAX

Rights granted to the CONTRACTOR by the CITY may create a possessory interest. The CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONTRACTOR shall pay the property tax. The CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 54 – CONFIDENTIALITY

All documents, information and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this CONTRACT (collectively "Confidential Information") are confidential. The CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 55 – DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' The CITY may terminate this CONTRACT at any time if the CITY determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

The CONTRACTOR shall be subject to the disclosure requirements of the Disclosure of Border Wall Contracting Ordinance (DBWCO), LAAC Section 10.50 *et seq.* The CONTRACTOR shall complete and upload a DBWCO Affidavit to www.labavn.org.

For additional information regarding the requirements of the DBWCO, CONTRACTOR may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

HOFFMAN SOUTHWEST CORPORATION,

DBA PROFESSIONAL PIPE SERVICES

By: _____

By: _____

Title: Commissioner, Board of Public Works

Title: _____

Date: _____

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____

Adena Hopenstand

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

EXHIBIT 1

PROJECT COST SCHEDULE

PROJECT COST SCHEDULE

Price Per Linear Foot Total For Television Inspection Only			
Pipe Size (size)	Length (In Feet)	Price Per Linear Foot (LF)	Total Cost
6 to 12	8,800,000	\$0.79	\$6,952,000.00
15 to 21	200,000	\$0.79	\$158,000.00
24 to 36	200,000	\$0.79	\$158,000.00
39 to 48	400,000	\$0.79	\$316,000.00
Over 49	400,000	\$0.79	\$316,000.00

Price Per Linear Foot Total For Cleaning only up to 34-inches			
Pipe Size (size)	Length (In Feet)	Price Per Linear Foot (LF)	Total Cost
6 to 12	5,000	\$1.20	\$6,000.00
15 to 18	5,000	\$2.00	\$10,000.00
19 to 24	10,000	\$6.00	\$60,000.00
25 to 26	10,000	\$7.00	\$70,000.00
27 to 34	10,000	\$12.00	\$120,000.00

Price Per Linear Foot Total For Specialized Large line Cleaning (Post sonar included)			
Pipe Size (size)	Length (In Feet)	Price Per Linear Foot (LF)	Total Cost
36 to 42	10,000	\$90.00	\$900,000.00
43 to 54	10,000	\$105.00	\$1,050,000.00
55 to 64	10,000	\$137.00	\$1,370,000.00
65 to 72	10,000	\$193.00	\$1,930,000.00

Price Per Each Total for Cured Sectional Linear				
Item		Price Per Each	Quantity	Total Cost
1st Repair 6 to 8-inch dia		\$2,380.00	15	\$35,700.00
Additional repairs same working day 6 to 8-inch dia		\$1,360.00	15	\$20,400.00
1st Repair 10 to 14-inch dia		\$2,630.00	15	\$39,450.00
Additional repairs same working day 10 to 14-inch dia		\$1,950.00	15	\$29,250.00
1st Repair 15 to 18-inch dia		\$1,780.00	15	\$26,700.00
Additional repairs same working day 15 to 18-inch dia		\$2,120.00	15	\$31,800.00
1st Repair 21 to 24-inch dia		\$3,050.00	15	\$45,750.00
Additional repairs same working day 21 to 24-inch dia		\$3,050.00	15	\$45,750.00
Lateral cuts (for spot repairs overlapping lateral)		\$820.00	40	\$32,800.00
Additional Lateral cuts within the same working day				

PROJECT COST SCHEDULE

Price Per each Total for cured Lateral/repair Linear				
Item		Price Per each	Quantity	Total Cost
1st lateral Repair 6 to 12-inch dia		\$1,770.00	20	\$35,400.00
Additional lateral repairs same working day 6 to 12-inch dia		\$1,350.00	20	\$27,000.00
1st lateral Repair 14 to 16-inch dia		\$1,770.00	20	\$35,400.00
Additional lateral repairs same working day 14 to 16-inch dia		\$1,350.00	20	\$27,000.00
1st lateral Repair 18 to 21-inch dia		\$1,770.00	20	\$35,400.00
Additional lateral repairs same working day 18 to 21-inch dia		\$1,770.00	20	\$35,400.00

Price Per Each Total for cured Lateral Cleaning				
Item		Price Per each	Quantity	Total Cost
Set up - Each Mainline		\$730.00	20	\$14,600.00
Cleaning per lateral to 85%		\$800.00	20	\$16,000.00

Sonar/ Laser Profiling				
Pipe Size (s)	Length (In Feet)	Price Per Linear Foot (Total Cost	
Laser Profiling Combined	30,000	\$10.00	\$300,000.00	
Sonar Profiling	10,000	\$8.00	\$80,000.00	
Laser Profiling	10,000	\$9.00	\$90,000.00	

PROJECT COST SCHEDULE

Hourly Rate - During the Emergency (Respond To request from the City) Stand by or Coordinate with CITY Staff for Sewer Condition Assessment			
Item	Hour	Cost/ Hr.	Total Cost
TRUCK	50	\$325.00	\$16,250.00

Cost For The Difficult Access Reaches (DARs)			
Item	Price Per Linear Foot (Length (In	Total Cost
Clean and Video Inspection (includes Regular traffic control, and debris disposal, but does not include milling/ cutting, water meter, and notifying the private property owner)		20,000	\$72,000.00
Grand Total	\$14,508,050.00		

Cost related Activities Cost Handling fee	
Item	Cost
Dump Fee (Disposal site other than the City Facility)	** Dump Fee + 10%
Cal Trans Encroachment Permit	** Permit Cost + 10%
Large Line Cleaning Material Transport/Disposal to Certified Landfill	** \$ 188.00 Per Cubic Yard
Large Line Cleaning Major Traffic Control	** Cost + 10%

** The City will reimburse the cost for the permit required by Cal Trans, major traffic control for large line cleaning, or dump fee charged by the dump site other than a City Facility when it is needed. Compensation will be based on the actual cost plus the percentages indicated above. Cost for Material transport to certified landfill for large line cleaning to be paid per cubic yard (include cost above).

EXHIBIT 2

MBE/WBE/SBE/EBE/DVBE/OBE

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM


(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title
Sewer Condition Assessment using Closed Circuit Television (CCTV) Inspection

Preparer Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe)	Address 23311 Madero Mission Viejo, CA 92691
Contact Person Mark Burel	Phone/Fax (800) 784-7473

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/DBE/ DVBE/ORE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
None				

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	



Bruce Lux
Printed Name of Person Completing this Form

Chief Financial Officer July 12, 2017
Title Date

MUST BE SUBMITTED WITH PROPOSAL

EXHIBIT 3

INSURANCE AND BONDS

Required Insurance and Minimum Limits

Name: _____

Date: 04/28/2016Agreement/Reference: Closed Circuit Television (CCTV) Inspection Services of City Sewers

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability**
\$2,000,000☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐
☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000
☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake
☒ **Pollution Liability**
\$1,000,000☐
☒ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**

Other: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2019

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

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

PRODUCER Lockton Insurance Brokers, LLC 777 S. Figueroa St. Suite 5200 Los Angeles CA 90017	CONTACT NAME: Mark Nieman PHONE (A/C, No, Ext): 2136894252 E-MAIL ADDRESS: dburgos@lockton.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Indian Harbor Insurance Company INSURER B: Federal Insurance Company INSURER C: Starr Indemnity & Liability Company INSURER D: INSURER E: INSURER F:	NAIC # 36940 20281 38318
INSURED Hoffman Southwest Corp. dba Professional Pipe Services 23311 Madero Mission Viejo CA 92691		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	ESG0054730	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 0,000,000						
	PERSONAL & ADV INIURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	54309479	08/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Fa accident) \$ 2,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	N	1000585268191	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
	DED \$ RETENTION \$						
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	54309480	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Los Angeles and all of its Agencies, Boards and Departments are Additional Insured(s) as per the attached endorsement or policy language.

CERTIFICATE HOLDER City of Los Angeles and its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Nieman
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CERTIFICATE OF LIABILITY INSURANCE

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

Blanket

EXHIBIT 4

DISCLOSURE ORDINANCES

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, Mark Burel am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

<u>47398</u>	<u>95-2800680</u>
<small>BAVN Company Id</small>	<small>EIN/TIN</small>
<u>Pro Pipe</u>	
<small>Company Name</small>	
<u>249 S Paseo Tesoro</u>	<u>Walnut</u> <u>CA</u> <u>91789</u>
<small>Street Address</small>	<small>City State Zip</small>
<u>714-476-9534</u>	<u>hswreg@hswcorp.com</u>
<small>Phone</small>	<small>Email</small>
3. The company came into existence in 1947 (year).
4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):
 - ☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
 - ☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.
 - ☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.
5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):
 - ☒ The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
 - ☐ The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that Participation is required and should be sent to bca.eeoe@lacity.org.
6. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that: (mark only the option(s) that apply):
 - ☒ The Person found no records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association.
 - ☐ The Person found records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association. A description of the nature of that Participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Mark Burel, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Mark Burel

Signature

09 May, 2019

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

EXHIBIT 5

DECLARATION OF COMPLIANCE WITH LIVING WAGE ORDINANCE

Refer to the Bureau of Contract Administration website (<https://bca.lacity.org/>) for all LWO compliance requirements.

EXHIBIT 6

CONTRACTOR RESPONSIBILITY ORDINANCE

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE**

CRO QUESTIONNAIRE RECEIPT VERIFICATION FORM

To verify the Contractor Responsibility Ordinance's (CRO) compliance, this form must be completed by the Awarding Authority and submitted to the appropriate Designated Administrative Agency (DAA) along with the Responsibility Questionnaires. Upon receipt of the Questionnaires, the DAA will return this signed form to the Awarding Authority. **The Awarding Authority must attach the certified form to each draft contract for review by the Office of the City Attorney. No contract may be executed unless a certified Receipt Verification Form indicates that the CRO requirement has been met.**

1. Information Regarding Proposed Contract

Project Name/Description: SEWER CONDITION ASSESSMENT USING CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

RFB/RFQ/RFP # (if any): 30373

Date RFB/RFQ/RFP Released:

Procuring Dept.: SANITATION

Mail Stop #: 536

Name of Dept. Contact: NELEMA BHOWMICK

Phone: (323) 342-6028

2. Questionnaires Are Submitted for the Following Bidders/Proposers/Proposed Contractors:

Company Name: NATIONAL PLANT SERVICES INC

Company Address: 1461 HARBON

City:

State:

Zip:

Company Name: INNERLINE ENGINEERING INC

Company Address: 3935 WILSHIRE BLVD, SUITE 2520

City: LOS ANGELES

State: CA

Zip: 90010

Company Name: AIMS (AMERICAN INDUSTRIAL & MUNICIPAL SERVICES)

Company Address: 1616 DOOLITTLE DRIVE

City: SAN LEANDRO

State: CA

Zip: 94577

Company Name: HOFFMAN SOUTHWEST CORP dba PROFESSIONAL PIPE SERVICES (PRO-PIPE)

Company Address: 23311 MADERO

City: MISSION VIEJO

State: CA

Zip: 92691

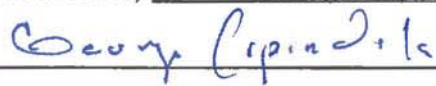
FOR DAA USE ONLY – VERIFICATION REGARDING RECEIPT

The Responsibility Questionnaires for the bidders/proposers/proposed contractors listed above were received on (date) 10/26/17.

The Questionnaires were processed by:

☒ Dept. of Public Works for **Construction** Contracts and Service Contracts
☐ Dept. of General Services for Procurement Contracts

Authorized DAA Representative (Print Name) George Espindola Phone (213) 847-2408

DAA Representative Signature  Date 10/26/17

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

CONSTRUCTION

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of Public Works, LA Sanitation Paul Blasman 323-342-6040
City Department/Division Awarding Contract City Contact Person Phone

City Bid or Contract Number and Project Title (if applicable) Bid Date

BIDDER/CONTRACTOR INFORMATION

Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe) CA #761395
Bidder/Proposer Business Name Contractor's License Number

23311 Madero Mission Viejo California 92691
Street Address City State Zip

Steven Powers (909) 598-9743 _____
Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
☐ An update of a prior Questionnaire dated ____/____/____.
☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Bruce Lux, Chief Financial Officer [Signature] July 12, 2017
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 12 / 01 / 1972 State of incorporation: California

List the corporation's current officers.

President: Mark Burel, Chief Executive Officer

Vice President: _____

Secretary: Bruce Lux

Treasurer: Bruce Lux

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stock.

☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☒ Yes ☐ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied bonding?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

☒ **Workers' Compensation Insurance Policy Currently in Effect**

☐ **Legally Self-Insured**

☐ **No Workers' Compensation Policy Currently in Effect**

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: 2017 EMR-1: 1.04 YR 2: 2016 EMR-2: 0.98 YR. 3: 2015 EMR-3: 0.96

11. Within the past five years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

☐ Yes ☒ No

If Yes, explain on Attachment B each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

F. PERFORMANCE HISTORY

12. How many years has your firm been in business? 45 Years.

13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

☐ Check the box if you have not had any similar contracts in the last five years.

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

16. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

17. In the past five years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

G. DISPUTES

18. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed, and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

19. Does your firm have any outstanding judgments pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

20. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on Attachment B, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on Attachment B, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

I. BUSINESS INTEGRITY

25. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check Yes to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

26. In the past five years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Bruce Lux, Chief Financial Officer

Print Name, Title



Signature

July 12, 2017

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

Not Applicable

ATTACHMENT B FOR SECTIONS D THROUGH I

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe) has continually held the contract included in this Request for Proposals for the past 15 years. Our intention is to continue the successful completion of this work.

A list of additional projects that Pro-Pipe has completed for the City of Los Angeles can be provided upon request.

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe) 23311 Madero, Mission Viejo, CA 92691
Company Name, Address and Phone Number


Signature of Officer or Authorized Representative

July 12, 2017
Date

Bruce Lux, Chief Financial Officer
Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

EXHIBIT 7

BUSINESS TAX REGISTRATION CERTIFICATE



CITY OF LOS ANGELES
Office of Finance
P.O. Box 53200
Los Angeles CA 90053-0200

HOFFMAN SOUTHWEST CORPORATION
PROFESSIONAL PIPE SERVICES

23311 MADERO
MISSION VIEJO, CA 92691-2730

249 PASEO TESORO
WALNUT, CA 91789-2724

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS				
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX				
ISSUED: 05/24/2016				
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000944137-0001-3	L188	Contractor	04/01/1999	Active
ISSUED FOR:				
HOFFMAN SOUTHWEST CORPORATION				
PROFESSIONAL PIPE SERVICES				
23311 MADERO				
MISSION VIEJO, CA 92691-2730				
249 PASEO TESORO				
WALNUT, CA 91789-2724				
ISSUED BY: <i>Clari Bantels</i>				
DIRECTOR OF FINANCE				

No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner.

PLEASE READ ALL INFORMATION CAREFULLY

Sections 21.08(b) / 21.7.6(4) Los Angeles Municipal Code

"This business tax registration certificate (and/or) Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code (and/or) the Uniform Transient Occupancy Tax Ordinance, by registering with the Director of Finance for the purpose of paying business tax for the classification of business for which this certificate is issued (and/or) collecting from transients the Transient Occupancy Tax and remitting said tax to the Director of Finance. This certificate does not authorize the person to conduct any unlawful business or to conduct any lawful business in an illegal (or) unlawful manner or to conduct within the City of Los Angeles the business for which this certificate has been issued, nor to operate a hotel, without strictly complying with all the provisions of the ordinances of said City (or) all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of the City. **THIS BUSINESS TAX REGISTRATION CERTIFICATE (AND/OR) CERTIFICATE DOES NOT CONSTITUTE A PERMIT.** Any failure to comply with the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code shall constitute grounds for suspension of this certificate."

This certificate is void upon any change of ownership or location. Annual taxes are due and payable January 1st each year and delinquent if not paid on or before the last day of February each year. Quarterly taxes are due and payable on the first day of January, April, July, and October of each year, and delinquent if not paid on or before the last day of the month due.

STATE BOARD OF EQUALIZATION

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

EXHIBIT 8

LOS ANGELES RESIDENCE INFORMATION

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe)

I. Corporate or Main Office Address:

23311 Madero

Mission Viejo, CA 92691

II Total Number of Employees in Organization: 500

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

84 and 17 %

EXHIBIT 9

NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Bruce Lux, depose and say
that I am

Chief Financial Officer of Hoffman Southwest Corp., dba Professional Pipe Services
(“President”, “Vice President”, etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: July 12, 2017 at Mission Viejo, California
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of
perjury that the foregoing is correct


(Signature)

EXHIBIT 10

LOS ANGELES CONTRACT HISTORY

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Hoffman Southwest Corp., dba Professional Pipe Services (Pro-Pipe) has continually held the contract included in this Request for Proposals for the past 15 years. Our intention is to continue the successful completion of this work.

A list of additional projects that Pro-Pipe has completed for the City of Los Angeles can be provided upon request.

Hoffman Southwest Corp., dba Professional Pipe
Name of Organization Services


Signature

Bruce Lux
Print Name

Chief Financial Officer
Title

July 12, 2017
Date

EXHIBIT 11

MUNICIPAL LOBBYING ORDINANCE/ CEC FORM 50



City Ethics Commission
290 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

☒ Original filing ☐ Amended filing (original signed on _____; last amendment signed on _____)

Bld/Contract/BAVN Number:

30373

Awarding Authority (Department):

Name of Bidder:

Hoffman Southwest Corp., dba Professional Pipe Services

Phone:

(800) 784-7473

Address:

23311 Madero Mission Viejo, CA 92691

Email:

mark.burel@hswcorp.com

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: July 12, 2017

Signature: 

Name: Bruce Lux

Title: Chief Financial Officer

EXHIBIT 12

FIRST SOURCE HIRING ORDINANCE and EQUAL BENEFITS ORDINANCE COMPLIANCE

EBO/FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 47398 EIN/TIN: 95-2800680
Company Name: Pro Pipe
Company Address: 249 S Paseo Tesoro
City: Walnut State: CA Zip: 91789
Contact Person: Nader Ghaemmaghami Phone: 714-476-9534 E-mail: jwalborn@hswcorp.com
Approximate Number of Employees in the United States: 964
Approximate Number of Employees in the City of Los Angeles: 107

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐ I have no employees.
- ☐ I provide no benefits.
- ☐ I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒ I provide equal benefits as required by the City of Los Angeles EBO.
- ☐ I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐ All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐ Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)

..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacounty.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacounty.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract, monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Nader Ghaemmaghani, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Nader

First name

Ghaemmaghani

Last name

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

EXHIBIT 13

CONTRACTOR BIDDING CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS/CEC FORM 55



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

☐ Original filing ☒ Amended filing (original signed on 07/12/17; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):

Date Bid Submitted:

07/12/2017

Description of Contract (title of RFP and services to be provided):

SEWER CONDITION ASSESSMENT USING CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

City Department Awarding the Contract:

SANITATION

BIDDER INFORMATION

Name: Hoffman Southwest Corp dba Professional Pipe Services
Address: 249 S. Paseo Tesoro, Walnut, CA 91789
Email: steven.powers@pro-pipe.com Phone: (909) 598-9743

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- ☐ The bidder is the individual listed above and has no other principals (Schedule A is not required).
- ☒ The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- ☒ The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- ☐ The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 3

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 10-03-19

Signature: _____

Name: _____

Title: _____

STEVE POWERS
MANAGER



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

☐ Check this box if additional Schedule A pages are attached.

Name: Mark Burel Title: CEO, President
Address: 23311 Madero, Mission Viejo, CA 92691

Name: Bruce Lux Title: CFO, Vice President, Treasurer, Secretary
Address: 23311 Madero, Mission Viejo, CA 92691

Name: Dean Monk Title: Vice President
Address: 23311 Madero, Mission Viejo, CA 92691

Name: Vito Mancini Title: Vice President
Address: 23311 Madero, Mission Viejo, CA 92691

Name: Yoshiteru Suzuki Title: Director
Address: 23311 Madero, Mission Viejo, CA 92691

Name: Christopher Suan Title: Director
Address: 23311 Madero, Mission Viejo, CA 92691

Name: Greg Russell Title: VP Sales and Marketing
Address: 23311 Madero, Mission Viejo, CA 92691

Name: Steve Powers Title: Branch manager
Address: 249 S Paseo Tesoro, Walnut CA 91789

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: _____

Address: _____

Check one of the following:

- ☐ The subcontractor listed above is an individual and has no other principals.
- ☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

EXHIBIT 14

IRAN CONTRACTING ACT OF 2010

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.



The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DGS list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
Hoffman Southwest Corp., dba Professional Pipe Services		
By (Authorized Signature)		
		
Print Name and Title of Person Signing		
Bruce Lux, Chief Financial Officer		
Date Executed	City Approval (Signature)	(Print Name)
July 12, 2017		Paul E. Blagman

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

EXHIBIT 15

LABOR COMPLIANCE MANUAL

CITY OF LOS ANGELES



LABOR COMPLIANCE MANUAL

Revised May 2014

PART I
CITY OF LOS ANGELES
LABOR COMPLIANCE PROGRAM REQUIREMENTS

I. INTRODUCTION

The Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section (LCS) is responsible for educating, assisting, monitoring and enforcing prevailing wage requirements of the applicable labor laws to insure that all contractors working on City projects are in compliance with State (California Labor Code Chapter 1 of Part 7 of Division 2) and Federal (Code of Federal Regulations 29) prevailing wage statutes and regulations.

The City's Labor Compliance Program (LCP) is certified under California Code of Regulations Chapter 8, Section 16425. The LCS received initial certification on August 6, 1998. In establishing the LCP, the City adheres to the statutory requirements as stated in California's Labor Code Section 1771.5.

II. LABOR COMPLIANCE PROGRAM REQUIREMENTS

- a.) Pursuant to Labor Code Section 1771.5, the City of Los Angeles requires the payment of the general prevailing rate of per diem wages and the general prevailing rate of per diem wages for holiday and overtime work on this project.
- b.) The Labor Compliance Section monitors labor standards compliance by conducting interviews with construction workers at the job site and reviewing payroll reports and initiates and oversees any enforcement actions that may be required.
- c.) In the event that a project is federally funded, the Federal Department of Labor (DOL) has a role in monitoring Davis-Bacon administration and enforcement. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information. In the event that there is a conflict between the State prevailing wage rate and the Federal prevailing wage rate, then the higher rate shall be paid.

III. PUBLIC WORKS CONSTRUCTION PROJECTS

This project is subject to the provisions of the State laws and regulations including, but not limited to, California Labor Code Sections 226, 227, 1021, 1021.5, 3093, 3077 and 1720 through and including 1861, together with all applicable regulations (e.g., Title 8 California Code of Regulations Section 16001 et seq.). All pertinent California statutes and regulations, including those

referenced above, are hereby incorporated by reference in this document as if set forth in their entirety.

IV. EMPLOYMENT OF MINORS PROHIBITED

The employment of minors, under 16 years of age, is strictly prohibited in all building and construction work of any kind per California Code of Regulations Title 8, Chapter 6, Subsection 1, Article 1 §11701(b).

V. YOUTH EMPLOYMENT PROGRAMS

Youths (ages 18 – 23) employed on Public Works projects are subject to the payment of the prevailing wage.

VI. CASH PAYMENTS PROHIBITED

The City requires the Contractor and all subcontractors to make weekly wage payments to all workers employed on the project. Payments shall be made by means of a check, money order or cashier's check. **Cash payments are prohibited.**

VII. WORKERS DEFINED

The City defines "worker" as defined in Labor Code Section 1723, and extends the definition to include Corporate Officers, Partners, Sole Owners, Mechanics and Laborers employed or working on the site of the Work. Such workers will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act) (CFR 29 Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decisions of the State of California Director of the Department of Industrial Relations (DIR).

VIII. PREVAILING WAGES

Payments of wages not less than those contained in the wage determination decision of the State of California Director of the Department of Industrial Relations (DIR), are in effect for the duration of this Contract. Any classes of laborers or mechanics, including apprentices, which are not listed in the applicable wage determination and which are to be employed under the Contract, shall be classified in conformance with the applicable wage determination. If the Contractor fails to request a special determination (CCR 8 §16202) within 45 days after the commencement of advertising of the call for bids, and the classification of laborers and mechanics, including apprentices, is not found in the applicable wage determination, the City reserves the right to re-classify the affected class of laborers and/or mechanics, including apprentices, to the most

closely related craft as published in the applicable wage determination. If the interested parties cannot agree on the proper classification or re-classification of a particular class of laborers or mechanics, including apprentices, to be used, the question accompanied by the recommendation of the City shall be referred to the DIR for final determination.

IX. EFFECTIVE PREVAILING WAGE RATES

The State Prevailing Wage Rates are determined by the Department of Industrial Relations as prescribed in Labor Code Sections 1773 – 1773.1 and are effective 10 days after issuance. The established Prevailing Wage rates are published in the General Prevailing Wage Determinations which are issued bi-annually (occasionally, the DIR may issue an additional General Prevailing Wage Determination in the same year). The **Bid Advertise Date** determines the applicable General Prevailing Wage Determination. The expiration date indicated for each craft is followed by either a single asterisk (*) or double asterisk (**). The single asterisk (*) indicates that the wage rate will remain constant and effective throughout the duration of the contract. The double asterisk (**) indicates that the wage rate is effective until the expiration date, and the rate to be paid for work performed after that date has already been determined. If work will extend past the expiration date, the new rate must be paid and should be incorporated in this contract. (CCR 8, §16204).

To obtain the most current prevailing wage rates, contact the Office of Contract Compliance at (213) 847-2662. The rates are also available on the internet at www.dir.ca.gov.

X. PAYMENT OF PREVAILING WAGE FRINGE BENEFITS

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, training contributions and subsistence pay as provided for in Section 1773.8, for apprenticeship or other training programs, authorized by Section 3093. (Contractors paying per diem wages cannot pay less than the basic hourly rate of pay to the worker working on a covered prevailing wage. (CCR 8, §16000))

A copy of California Public Works Form PW-26, *Fringe Benefits Statement*, must be prepared by the Contractor and submitted to the OCC with the first payroll. In addition, a copy of the *Employer's Monthly Report To Trustees*, must be submitted to the OCC by the (15th) of the following month. Any worker not covered under a Trustee account must be paid a fringe benefit equivalent to that required by the DIR, associated with the minimum prevailing wage for the worker classification. Contractors not making payments to a fringe benefit trust account shall include the total fringe benefit package in the Total Hourly Wage Rate paid to the worker.

XI. APPRENTICE REQUIREMENTS

Contractors shall comply with the requirements of the apprenticeship provisions of California Labor Code Section 1777.5.

1. APPRENTICES

In accordance with California Labor Code Section 1777.5(d), a contractor (including any subcontractor) who is awarded a City of Los Angeles contract, and who employs workers in an apprenticeable craft or trade, shall employ apprentices in at least the ratios as stipulated in Labor Code Section 1777.5.

California Code of Regulations Title 8 §230.1 requires contractors who are not already approved to train by an applicable joint apprenticeship committee or unilateral committee, to request the dispatch of required apprentices from all of the applicable Apprenticeship Committees whose geographic area of operation includes the site of the public work by giving the committee actual notice of 72 hours (excluding Saturdays, Sundays and holidays) before the date on which one or more apprentices are required. However, if a non-signatory contractor declines to abide by and comply with the terms of a local committee's standards, the Apprenticeship Committee shall not be required to dispatch apprentices to such contractor. Conversely, if in response to a written request an Apprenticeship Committee does not dispatch any apprentice to a contractor who has agreed to employ and train apprentices in accordance with either the Apprenticeship Committee's Standards or these regulations within 72 hours of such request (excluding Saturdays, Sundays and holidays) the contractor shall not be considered in violation as a result of failure to employ apprentices for the remainder of the project, provided that the contractor made the request in enough time to meet the ratios as stated in Labor Code Section 1777.5. If an Apprenticeship Committee dispatches fewer apprentices than the contractor requests, the contractor shall be considered in compliance if the contractor employs those apprentices who are dispatched, provided that, where there is more than one Apprenticeship Committee able and willing to unconditionally dispatch apprentices, a contractor who is not a participant in an apprenticeship program has requested dispatch from all applicable apprenticeship committees in the project area.

Apprentices shall be individually registered in a bona fide state or federally approved apprenticeship program. Apprentices, as defined in Labor Code Section 3077, must be registered with the State of California, Division of Apprenticeship Standards (DAS) to be eligible for employment as an apprentice on the project. Any employee listed on a payroll as an apprentice and paid the apprentice wage rate who is **not** an apprentice, as defined in California Labor Code Section 3077, shall be paid the journey level wage rate determined for the classification of work actually performed. The Contractor and sub-contractors shall furnish the City a copy of a DAS apprentice

registration for each apprentice employed. The wage rates paid to the apprentices shall not be less than the applicable wage determination as determined by the Department of Industrial Relations Division of Apprenticeship Standards (Contact DAS at (415) 703-4920 or (213) 576-7750 or at their website: www.dir.ca.gov/DAS).

2. RATIOS

The ratio of apprentice work to journeyman work shall conform to the requirements as mandated in Section 1777.5 of the California Labor Code. In the event that the Contractor fails to comply with apprenticeship requirements as mandated by California Labor Code Section 1777.5, the Contractor shall be subject to penalties in accordance with California Labor Code Section 1777.7.

If the Contractor fails to comply with the ratios as determined by the DAS, the City will issue a "Notice of Reprimand" and forward the matter to the DAS.

All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation.

XII. LIABILITY FOR UNPAID WAGES

- a.) As required by Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit to the City not more than two hundred dollars (\$200) per day for each worker who is paid less than the prevailing wage rate (including fringe benefits) required.

Additionally, Section 1813 of the Code requires the Contractor or subcontractor to forfeit twenty-five dollars (\$25) to the City for each worker employed in the execution of the Contract for each calendar day a worker is permitted or required to work in excess of 8 hours per day or 40 hours per week at a rate less than 1 ½ times the hourly rate of pay for the worker classification involved. Moreover, the City may withhold payment from the Contractor to ensure that the Contractor's obligation to pay prevailing wage rates is met.

- b.) The **Contract Work Hours and Safety Standards Act (CWHSSA)** require time and one-half pay for overtime as defined by the Federal government. (Overtime as defined by the Federal government is any time

over 40 hours worked by a worker in a given work week.) In the event that this project is federally funded, an additional penalty of \$10/day per violation will be strictly enforced for under-payment of the overtime rate. Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

- c.) California Labor Code Section 1778 makes it a felony for anyone to require any laborer or mechanic employed on a public works project to ***kickback*** any portion of their wages. The **Copeland (Anti-Kickback) Act** is the federal statute that makes it a felony to require any laborer or mechanic employed on a Federal or Federally Assisted public works project to return any portion of his/her wages in connection with services rendered upon any public work.

XIII. POSTING

The Contractor shall post at each job site, in a conspicuous location readily available to the workers, a copy of all applicable wage determinations.

XIV. JOINT LABOR COMPLIANCE MONITORING PROGRAM

The Contractor, and all subcontractors, shall cooperate in allowing approved Compliance Group Representatives access to the project job site for the purpose of conducting worker interviews to insure compliance with the requirement to pay proper prevailing wages on City projects. This will be done in order to comply with the Board of Public Works' August 20, 2004 adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative must wear their City-issued Joint Labor Compliance Monitoring Program identification badge at all times while on the job site, and must restrict their actions to interviewing workers employed on the project. For a copy of the Joint Labor Compliance Monitoring Program board report, or for any questions, contact the Office of Contract Compliance at (213) 847-2660.

XV. CERTIFIED PAYROLL RECORDS

- a.) The Contractor shall adhere to the provisions of Labor Code Section 1776.

The payroll records referred to must include the employee's:

- A. name;
- B. address;
- C. social security number;
- D. work classification;
- E. straight time hours per day and total per week;

- F. overtime hours per day and total per week;
- G. gross wages earned this project;
- H. gross wages earned on all other projects;
- I. itemized deductions;
- J. actual per diem wages paid; and
- K. payroll check numbers or direct deposit verification

In addition, the records must identify apprentices and the ratio of apprentices to journeymen.

- b.) Certified payrolls from the Contractor and all Subcontractors shall be submitted to the City weekly through the Department of Public Works Bureau of Contract Administration's Online Certified Payroll System (OCPS) and shall be accompanied by a Statement of Compliance, signed electronically on OCPS by the Contractor or the Contractor's agent attesting that the payrolls are correct and complete and the wage rates contained therein are not less than those set by the applicable wage determinations incorporated into this Contract. The City reserves the right to reject incomplete payroll reports and request re-submittal of complete reports.
- c.) The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit certified payrolls through OCPS. In the event that Subcontractor payrolls are not submitted, the City may withhold contract payments from the Contractor.
- d.) Upon a request from the City, the Contractor and all Subcontractors shall be prepared to submit hard copies of certified payrolls accompanied by a Statement of Compliance, signed in ink.
- e.) Payroll data pertaining to owner-operators must be submitted on Certified Payroll Reports through OCPS, and a copy of the DMV vehicle registration of the Owner-Operator shall be submitted to the City after the first Certified Payroll on which this owner-operator's name appears. Listing any individual as "Owner-Operator" will not be accepted as the classification is not recognized by the State of California Department of Industrial Relations' Office of Policy, Research and Legislation.
- f.) As required by Labor Code Section 1776 (h), the Contractor shall forfeit to the City one hundred dollars (\$100) per day, per worker employed on the project, for failing to comply strictly with requests by the City for submittal of payroll documents and/or all supporting documents which includes, but is not limited to: cancelled checks, time sheets, W-4 Forms, W-2 Forms, DE-6 Forms, and any other forms utilized in the course of business that are relevant to the payment of wages. In addition, according to California Labor Code Section 1777.1(c), the Contractor may also be

subject to debarment by the Labor Commissioner for failure to furnish certified payroll records within thirty (30) days after receipt of the written notice for such records.

XVI. WORKING HOURS

- a.) Generally, the Contractor shall not employ a worker more than eight (8) hours in a calendar day or forty (40) hours in a calendar week except upon compensation of one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) hours per week. Special rules may apply to specific worker classifications. See applicable wage determinations for overtime definitions. Recognized holidays shall be consistent with area practice in determining the applicability of overtime wage rates.
- b.) The Portal-to-Portal Act does not allow employers to forego payments to its employees for compulsory travel time and overtime. A worker required to report to the employer's place of business to load tools and material and to be transported to the job site are entitled to be paid for travel time at the applicable rate as set forth in the General Area Wage Determinations inclusive of return trip travel time from a public work classified project. All "hours worked" must be included in calculating any overtime including time denominated as compulsory travel time.

The Portal-to Portal Act applies to public works project that are funded in whole or in part with federal funds and excludes from the workday travel to or from the workplace by an employee (29 USC 254 (a)(1)). Under section 254(a), this includes work performed pursuant to contracts awarded by the federal government under the Davis-Bacon Act. However, the Portal-to-Portal Act, to the degree it amends the Davis-Bacon Act, does not supercede any aspect of the California Prevailing Wage Law and is not applicable to compulsory travel time incurred in the performance of a California awarding body's public work project when determining the "hours worked" as noted by the California Supreme Court in *Morrillion v. Royal Packing Company* (2000) 22 Cal. 4th 575, 94 Cal. Rptr.2d3,

"The California Labor Code and the Industrial Welfare Commission (IWC) wage orders do not contain an express exemption for travel time similar to that of the Portal-to-Portal Act. ...In contrast to these specific findings showing the congressional intent, the Legislature has not similarly identified existing evils under state law." (*Id.* at p.590.)

In reviewing the history of the IWC's Wage Order No. 14-80, the California Supreme Court said,

“The IWC added the phrase ‘the time during which an employee is subject to the control of the employer’ to the definition of ‘hours worked.’ ...Absent convincing evidence of the IWC’s intent to adopt the federal standard for determining whether time spent traveling is compensable under state law, we decline to import any federal standard, which expressly eliminates substantial protections to employees. Accordingly, we do not give much weight to the federal authority.” (Id. at p. 590-591)

Finally, the California Supreme Court observed,

“our departure from the federal authority is entirely consistent with the recognized principle that state law may provide employees greater protection than the F.L.S.A. [Fair Labor Standards Act].” (Id. at p. 592.)

XVII. WITHHOLDING PAYMENTS FOR LABOR COMPLIANCE VIOLATIONS

In accordance with Labor Code Section 1727, the City may withhold, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Contractor or its Subcontractor for unpaid wages and liquidated damages as specified in this Section. In the event of failure to pay any laborer or mechanic, including any apprentice, employed or working on the site of the Work, all or part of wages required by the Contract, the City may, after written notice to the Contractor (Notice of Withholding Contract Payments), take such action as may be necessary to cause the suspension of further payment, advance or guarantee of funds until such violations have ceased.

In accordance with Labor Code Section 1771.5, the City may withhold contract payments when payroll records are delinquent or inadequate.

XVIII. DISPUTES

The City’s Labor Compliance Program administered by the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Labor Compliance Section shall adhere to the provisions of Labor Code Section 1771.6 and will provide the Contractor or Subcontractor an opportunity for review of assessed wages and penalties pursuant to the provisions of Labor Code Section 1742.

PART II

LABOR COMPLIANCE PROGRAM REQUIREMENTS – FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS

Projects receiving full or partial federal funds are subject to the regulations listed below, in addition to any and all applicable California labor requirements.

I. DAVIS-BACON REGULATIONS

The U.S. Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR) and can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1 explains how the DOL establishes and publishes Davis-Bacon Act wage determinations and provides instructions on how to use the determinations. Part 3 describes the Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in each contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Part 7 sets parameters for due process procedures before the Wage Appeals Board (renamed Administrative Review Board). These regulations are used as the basis for administering and enforcing the laws.

The Davis-Bacon Act

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the DOL) to all laborers and mechanics on Federal construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 hours in any work week) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards are considered a Federal criminal misdemeanor.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to *kickback* any part of their wages. The Copeland Act also requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs).

The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates and overtime (O/T) requirements. These requirements generally apply to any labor performed and may be *pre-empted* by other Federal standards such as the Davis-Bacon Act prevailing wage requirements and CWHSSA O/T provisions. Only the Department of Labor has the authority to administer and enforce the FLSA. The Office of Contract Compliance (OCC) will refer any possible FLSA violations that are found on projects to the DOL.

II. CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Federal (Davis-Bacon) labor standards requirements must contain contract provisions containing labor standards clauses and a Davis-Bacon Wage Decision. These documents are bound into the contract specifications.

The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

Davis-Bacon Wage Decisions

The Davis-Bacon Wage Decision is a listing of various construction work classifications such as Carpenter, Plumber, and Electrician, and the minimum wage rates (and fringe benefits, where prevailing) that employees performing work in those classifications must be paid.

Contract Administration form BCA-167

The Bureau of Contract Administration form BCA-167 "Contractor Daily Field Report" must be utilized on all projects receiving federal-aid.

The BCA-167 is to be completed by the Prime Contractor on a daily basis and forwarded to the Bureau of Contract Administration Project Inspector no later than noon of the work day following the work date.

III. INQUIRIES

All questions regarding this section and all matters concerning the payment of prevailing wages should be referred to:

The Office of Contract Compliance
Labor Compliance Section
1149 South Broadway, Suite 300
Los Angeles, CA 90015
(213) 847-2662

For more information, log on to:

<http://bca.lacity.org>

<http://www.dir.ca.gov>

<http://www.dol.gov>