

0150-13159-0000

**TRANSMITTAL**

TO City Council	DATE 05/08/2026	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT All	

**PROPOSED PERSONAL SERVICES CONTRACT BETWEEN THE BUREAU OF SANITATION AND NATIONAL PLANT SERVICES, INC AND REDZONE ROBOTICS FOR SEWER CONDITION ASSESSMENTS BY CLOSED-CIRCUIT TELEVISION AND SEWER CLEANING SERVICES FOR A MAXIMUM POTENTIAL TERM OF SEVEN YEARS, NOT TO EXCEED \$22,000,000.**

Transmitted for your consideration.  
See the City Administrative Officer report attached.



MAYOR  
(Mitch Kamin for)

Attachment

MWS/JWW/JVW:JPQ/SG:10260126

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

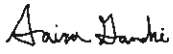
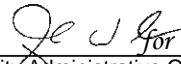
To: The Mayor	Date: <b>04-23-26</b>	C.D. No. All	CAO File No.: 0150-13159-0000				
Contracting Department/Bureau: Public Works Bureau of Sanitation		Contact: Nancy Lantin (213) 485-2158 Jennifer Ly (323) 342-6027					
Reference: Transmittal from the Board of Public Works BPW-2026-0137 dated March 9, 2026; Bureau of Sanitation Report dated March 9, 2024.							
Purpose of Contract: To provide sewer condition assessment by closed circuit television and sewer cleaning services.							
Type of Contract: (X) New contract ( ) Amendment, Contract No.		Contract Term Dates: Five years with the option to extend for two additional years on a month-to-month basis for a total maximum term of seven years.					
Contract/Amendment Amount: \$22,000,000 over a maximum seven-year term							
Proposed amount \$22,000,000 + Prior award(s) \$0 = Total 22,000,000							
Source of funds: Sewer Construction Maintenance and Operation Fund							
Name of Contractor: National Plant Services, Inc. Address: 1461 Harbor Avenue, Long Beach, CA 90813							
Name of Contractor: RedZone Robotics Address: 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 2.5% (National Plant) 7.5% (RedZone)				14. California Iran Contracting Act of 2010	X		

**RECOMMENDATION**

That the City Council authorize the Board of Public Works (Board), or two members of the Board, on behalf of the Bureau of Sanitation, to execute two proposed service agreements, each with National Plant Services, Inc. and RedZone Robotics for sewer condition assessment by closed circuit television and sewer cleaning services for a term of five years with the option to extend on a month-to-month basis for up to two years, both for a total not-to-exceed amount of \$22,000,000, as approved by the Board of Public Works, subject to approval by the City Attorney as to form.

**SUMMARY**

In accordance with Executive Directive No. 3 (Villaraigosa Series), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute proposed service agreements (Agreements) with National Plant Services, Inc. (National Plant; Contractor) and RedZone Robotics (RedZone; Contractor) for sewer condition assessment by closed-circuit television (CCTV) and sewer cleaning services. In 2023, the Board authorized the Bureau to release a solicitation towards

			
SG	Analyst	10260126	City Administrative Officer

the selection of and award to the most qualified proposer(s) to assess the condition of the City's sewer and storm drain system by CCTV inspection or by sonar and laser profiling and, as required, clean the sewer lines to enable complete inspection. The Bureau issued the solicitation, received and evaluated proposals, and now requests authority to execute the new Agreements with two Contractors that were both found to have expertise and experience in CCTV inspection for sewer lines. Each agreement is proposed to have one five-year term with additional month-to-month extension options for up to two years, for a total potential term of seven years and an estimated final date in 2033. The not-to-exceed amount for both Agreements is \$22,000,000. Council approval is required pursuant to Los Angeles City Administrative Code Section 10.5(a) because the term exceeds three years. Our office has reviewed the request and recommends approval.

## **BACKGROUND**

The Bureau of Sanitation (Bureau), on behalf of the City of Los Angeles, is responsible for operating and maintaining the sewer conveyance system. Within the City, the Bureau operates over 6,500 miles of sewer that serves more than four million residential and business customers. Regular pipe inspection is required to ensure uninterrupted wastewater conveyance and treatment, and to protect the public and the environment from potential sewer spills. Sewer condition assessment by closed-circuit television (CCTV) allows the City to determine the structural condition of pipes, address regular and emergency repair needs and determine the frequency of sewer cleaning activities in an effort to reduce spills or backflow due to blockages. The information obtained from the CCTV is also used 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.

*Prior Agreements* – The City currently has two contracts with Pro-Pipe (C-139428) and National Plant (C-139249) which will expire on November 11, 2026 and October 2026, respectively. RedZone has also had previous experience working with the City as a subcontractor and service provider for capital investment projects.

*Request for Proposals (RFP) process* – On September 6, 2023 the Board authorized the Bureau to distribute a Request for Proposals (RFP) and to select the most qualified proposer(s) for award that could assess the condition of the City's sewer and storm drain system by CCTV inspection or by sonar and laser profiling, and as-needed, clean the sewer lines to enable complete inspection. The Bureau received two proposals and evaluated both proposals based on criteria set forth in the RFP, including the areas of knowledge, experience and cost. Both proposals scored highly on the pre-established criteria and demonstrated their sewer assessment and cleaning experience. The Bureau's evaluation committee recommended awarding contracts to both bidders, RedZone and National Plant. Refer to the Board report for more detail on the RFP and selection process (Attachment).

*Scope of Work* – As detailed in Article 4 of the Agreements, National Plant and RedZone shall inspect approximately 600 miles per year of pipeline ranging from six inches to 48 inches in diameter using specialized CCTV equipment. CCTV inspection is accomplished by inserting a small camera into the pipe and recording all defects and imperfections of the sewer or storm drain very clearly so that all 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 inspect sewers in difficult to access easements, perform laser or sonar profiling which can provide greater detail as compared to CCTV footage, perform cleanings of certain sewer lines in order to allow inspection equipment to pass through, and assist during emergency situations as requested by the City.

*Responsibilities, Roles and Tasks* – Article 4 of the Agreements outlines additional scope and scheduling of work, including specifications for required equipment, quality of inspection recordings, sewer cleaning methods, material removal and disposal, and data collection. Article 4.4.20 requires the Contractors to comply with the City’s Policy of “Zero Spills” as adopted by the Board of Public Works on June 28, 1998 and details the Contractors’ responsibilities should an emergency arise.

*Term* – As stated in Article 7 of the two Agreements, the term will be five years with the option to extend for two additional years on a month-to-month basis at the City’s sole discretion. The Agreements may be terminated early as allowed under Article 8 of the Agreements.

*Compensation, Invoicing and Payment* – The total cost of both Agreements shall not exceed \$22,000,000. There is no guarantee of work under the Agreements and the City is not obligated to provide any minimum or maximum number of service requests. The City will request services from the Contractors on an as-needed basis (Article 4.4.6 of the Agreements). The negotiated cost per service for each Contractor can be found in the Exhibit 14 “Project Cost Schedule” for each Agreement and are unique to each vendor. The City may choose to utilize either vendor based on the City’s needs, the “Project Cost Schedule,” and other factors.

The “Project Cost Schedule” itemizes the rates for each service, which are based on the activity and sizing of the sewer and storm drain pipes. Table 1 summarizes the differences in the Rates between the two Contractors.

Table 1 – Rate Comparison for National Plant and RedZone			
Service	Unit	National Plant Price Range	RedZone Price Range
CCTV Inspection	Per Linear Foot	\$1.05 - 4.68	\$2.26 - 5.85
Laser Profiling Combined	Per Linear Foot	15.45	17.00
Sonar Profiling	Per Linear Foot	6.18	15.00
Laser Profiling	Per Linear Foot	8.76	15.00
Cleaning up to 34 inches	Per Linear Foot	1.18 - 5.15	15.00 - 125.00
Large Pipe Cleaning over 34 inches	Per Linear Foot	61.80 - 195.49	No Bid
Cured Sectional Linings	Per First Repair	8,755.00 - 9558.40	2,500.00 - 5000.00
Cured Sectional Linings	Per Each Additional Repairs	669.50 – 1,339.00	2,500.00 - 4,500.00
Cured Lateral / Repair Liners	Per First Repair	8,755.00 - 9,785.00	3,300.00 - 5,000.00
Cured Lateral / Repair Liners	Per Each Additional Repairs	669.50 - 927.00	3,300.00 - 3,800.00
Emergency Crew with CCTV Truck	Per Hour	669.50	550.00

Note: The full list of rates can be found in each Agreement in the Attachment, Exhibit 14 “Project Cost Schedule”.

Costs incurred prior to the full execution of the Agreements shall only be payable if the task is specifically authorized by the Agreements and the costs are reviewed and approved by the City after the Agreements are fully executed. These costs may include purchasing new software or hardware to transition to new technologies ahead of contract execution.

Invoices must be submitted on a weekly basis (every Monday). Invoices are based on actual footage televised or cleaned, not by quantity submitted. Substandard work that does not meet the City’s acceptable standard will not be paid. The Contractors will give the City a three percent discount if payment is issued within 30 calendar days after the City receives the invoice. The City is not liable for any interest, late charges, or penalties incurred by the Contractors from any subcontractor or supplier.

*Business Inclusion Program (BIP)* – In accordance with Executive Directive No. 14 (Villaraigosa Series), the following participation levels were set for the Bureau and this solicitation: five percent for Minority Business Enterprises (MBE), two percent for Women Business Enterprises (WBE), two percent for Small Business Enterprise (SBE), two percent for Emerging Business Enterprises, and two percent for Disabled Veteran Business Enterprises.

National Plant and RedZone completed BIP evaluations as required in the RFP. National Plant did not pledge to utilize any subcontractors and therefore have zero participation level for all categories. Redzone pledged participation levels of 9.09 percent WBE, 9.09 SBE, and 10.11 in Other Business Enterprise (OBE), as shown in Table 2.

Table 2 – RedZone Subcontractors, BIP Pledged Amounts, and Participation			
Subcontractors	BIP Enterprises	Pledged Amount	Percent (%) of Contract Amount
Mattucci Plumbing, Inc.	WBE/SBE	\$ 2,000,000	9.09%
Murgreen Environmental Company	OBE	107,500	0.49%
Pipe Tec, Inc.	OBE	1,850,000	8.41%
Roadway Construction.	OBE	266,000	1.21%
<b>Total</b>		<b>\$ 4,223,500</b>	<b>19.20%</b>

*Community-Level Contracting (CLC)* – Pursuant to the City’s CLC Board Motion issued on May 19, 2021, the Bureau evaluated the work under this opportunity to determine if there was an opportunity for small contractors to work directly with the Bureau as the prime contractors. The Bureau found that this opportunity would be most feasible and cost effective to work with contractor(s) that have extensive knowledge and experience working in small to large line sewers with adverse conditions. As such, the Bureau determined this opportunity is not a CLC opportunity.

**CITY COMPLIANCE**

The proposed Agreements and Vendors comply with the City’s competitive contracting requirements. In accordance with Charter Section 1022, the Bureau filed a Notice of Intent to Contract February 9, 2022. The Personnel Department determined that City employees do not have the expertise to perform these services. Further CAO analysis is not required per Charter Section 1022.

The City Attorney has approved the proposed Agreements as to form. The proposed Agreements exceed three years and requires Council approval in accordance with Charter Section 373 and the Los Angeles City Administrative Code Section 10.5(a). Our Office recommends approval.

**FISCAL IMPACT STATEMENT**

Approval of the proposed service agreements for the not-to-exceed amount of \$22,000,000 with National Plant and RedZone will have no General Fund impact. The 2025-26 Adopted Budget provides

\$2,780,000 in the Sewer Construction and Maintenance Fund (SCM) to support the current year operations. Funding for 2026-27 costs and subsequent years is anticipated to be provided from SCM funds and is subject to approval through the annual budgeting process. The proposed service agreements contain a financial liability clause which limits the City's obligation to the extent that funds have been appropriated for this purpose.

## **FINANCIAL POLICIES STATEMENT**

The recommendation in this report complies with the City's Financial Policies that special funds are used to fund applicable expenditures and are limited to the mandates of the funding source.

Attachment – March 9, 2026 transmittal from the Board of Public Works (BPW-2026-0137), Bureau of Sanitation Board Report, and Service Agreements with National Plant & RedZone Robotics.

*MWS/JWW/JVW:JPQ/SG:10260126*

BOARD OF PUBLIC WORKS  
MEMBERSSTEVE S. KANG  
PRESIDENTJENNY CHAVEZ  
VICE PRESIDENTJOHN GRANT  
PRESIDENT PRO TEMPOREFAITH I. MITCHELL  
COMMISSIONERERNESTO CARDENAS  
COMMISSIONER

## CITY OF LOS ANGELES

CALIFORNIA

KAREN BASS  
MAYOROFFICE OF THE  
BOARD OF PUBLIC WORKSELYSE MATSON  
EXECUTIVE OFFICER200 NORTH SPRING STREET  
ROOM 361, CITY HALL  
LOS ANGELES, CA 90012TEL: (213) 978-0261  
TDD: (213) 978-2310  
FAX: (213) 978-0278<http://bpw.lacity.org>

March 9, 2026

BPW-2026-0137

The Honorable Mayor Bass  
City Hall – Room 320  
Los Angeles, CA 90012**CONTRACT AWARD – SEWER CONDITION ASSESSMENT BY CLOSED-CIRCUIT  
TELEVISION AND SEWER CLEANING**

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

1. AUTHORIZE to execute Personal Services Contracts with RedZone Robotics and National Plant Services, Inc. for sewer condition assessment by closed-circuit television and sewer cleaning services. The term of the proposed agreements shall be for five years. The contract ceiling has been established at \$22,000,000.00 for five years, which will be divided among the contractors for the duration of the contracts; and
2. AUTHORIZE the President or two members of the Board will execute the contract.

(W.O.: SZC11252)

Fiscal Impact: There is no impact to the General fund.

Sincerely,

TJ KNIGHT,

Asst. Executive Officer, Board of Public Works

TK:lc

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF SANITATION  
BUREAU OF CONTRACT ADMINISTRATION AND REFERRED TO THE MAYOR  
JOINT BOARD REPORT NO. 1  
MARCH 9, 2026

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

BPW-2026-0137

MAR 09 2026

AND REFERRED TO THE CITY COUNCIL

SUBJECT TO THE  
CONDITIONS CONTAINED  
IN THE REPORT

CD: ALL

Executive Officer  
Board of Public Works

AUTHORITY TO AWARD AND EXECUTE PERSONAL SERVICES CONTRACT WITH REDZONE ROBOTICS, INC. 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 City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute Personal Services Contracts with RedZone Robotics, Inc. (RedZone) and National Plant Services, Inc. (National Plant) for 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 \$22,000,000.00 for five (5) years, which will be divided among the contractors for the duration of the contracts.
2. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the contract.

## TRANSMITTALS

1. Copy of the adopted LASAN and Bureau of Contract Administration Joint Board Report No. 1, dated September 6, 2023, authorizing LASAN to distribute a Request for Proposals (RFP), to interview, select and negotiate with the most qualified proposer, and to return to the Board for authority to award and execute any contract(s) to perform the work.
2. Copy of the proposed contract between the City of Los Angeles and RedZone.
3. Copy of the proposed contract between the City of Los Angeles and National Plant.

## 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 Construction Maintenance Fund (Fund 760) and the Sewer Construction Maintenance Capital Fund.

## DISCUSSION

### Background

The City operates over 6,500 miles of sewer that serves 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 550 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.

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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 CWNCD's 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) on an as-needed basis.

The current contracts with Pro-Pipe (C-139428) and National Plant (C-139249) will expire on November 11, 2026 and October 20, 2026, respectively.

**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.

On September 6, 2023, 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 March 18, 2024, LASAN received a total of two (2) 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 two proposers, RedZone and National Plant, were evaluated in the areas of knowledge, experience, and cost.

**Proposer Evaluations**

In response to the RFP, two (2) proposals were submitted: RedZone and National Plant. The two (2) proposers, who successfully completed their BIP outreach were evaluated and ranked according to the evaluation criteria set forth in the RFP: Qualifications, Proposal Content and Schedule, Cost and Budget Control, and Overall Proposal Responsiveness.

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

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Table 1. Scores and Ranks of the Proposals Received

Rank	Proposer	Score
1	National Plant Services, Inc. (OBE)	87
2	RedZone Robotics, Inc. (OBE)	83

RedZone has over 30 years of sewer assessment and sonar and laser profiling experience and has completed over 100 million linear feet of condition assessment data in over 500 cities. They've completed work for the City's sewer system through various projects in the past.

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.

Upon completion of evaluations, the committee decided to recommend awarding contracts to RedZone and National Plant.

**Local Business Preference (LBP) Program**

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. 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. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two (2) percent of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve percent (12%). Additionally, all non-LBE Proposers may be granted an additional percentage, up to a total of five (5) percent, of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten (10) percent of their proposal that is to be performed by a LBE, LSB, and/or LTE subconsultant.

**Community Level Contracting**

As part of the City's Community-Level Contracting (CLC) initiative led by the Department of Public Works (DPW), LASAN seeks to help make City contracting more accessible and equitable by providing small contractors the opportunity to work directly with the City as prime contractors on smaller, more manageable construction projects. LASAN staff evaluated the CCTV work to be performed under this opportunity and determined it would be most feasible and cost effective to work with contractor(s) that have extensive knowledge and experience working in small to large line sewers with adverse conditions that can range from traffic control, bypassing varying flow to conduct repairs of collection system, to difficult condition assessments in easements or right of ways. Historically contract bidders with the knowledge and experience to perform this work have been minimal; therefore, after performing the CLC evaluation, LASAN has determined this opportunity is not a Community Level Contracting opportunity.

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**Term of Agreement and Cost Ceiling**

The contract term will be for five (5) years, with the option to extend for two (2) additional years on a month-to-month basis to be exercised at the City's sole discretion. The total estimated contract ceiling for the contract term, including the renewal option is \$22,000,000.

**Business Inclusion Program**

RedZone and National Plant have been found responsive in successfully completing their respective BIP evaluations.

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.

National Plant did not pledge to utilize any subcontractors and therefore have zero participation levels for all categories.

RedZone has pledged participation levels of 0 percent MBE, 9.09 percent WBE, 9.09 percent SBE, 0 percent EBE, 0.00 percent DVBE and 10.11 percent OBE (Table 3).

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

SUBCONTRACTOR	MBE/WBE/SBE /EBE/DVBE/OBE	GENDER/ ETHNICITY	% OF CONTRACT AMOUNT	SUBCONTRACT AMOUNT
Mattucci Plumbing, Inc.*	WBE/SBE	F/-	9.09%	\$2,000,000
Murgreen Environmental Company	OBE	-	0.49%	\$107,500
Pipe Tec, Inc.	OBE	-	8.41%	\$1,850,000
Roadway Construction Services	OBE	-	1.21%	\$266,000
<b>Total MBE Participation</b>			<b>0.00%</b>	<b>\$0</b>
<b>Total WBE Participation</b>			<b>9.09%</b>	<b>\$2,000,000</b>
<b>Total SBE Participation</b>			<b>9.09%</b>	<b>\$2,000,000</b>
<b>Total EBE Participation</b>			<b>0.00%</b>	<b>\$0</b>
<b>Total DVBE Participation</b>			<b>0.00%</b>	<b>\$0</b>
<b>Total OBE Participation</b>			<b>10.11%</b>	<b>\$2,223,500</b>
<b>Base Estimated Contract Amount</b>				<b>\$22,000,000</b>

**Table 3. Contractor Pledge Participation Levels (Schedule A)**

\* This company is WBE-certified with Supplier Clearinghouse, which does not track the ethnicity of the qualifying owner.

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**Notification of Intent to Contract**

The Notification of Intent to Contract (NOI) was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on February 9, 2022.

**Charter Section 1022**

The CAO issued the 1022 determination report on February 9, 2022 and determined that there was an insufficient number of City staff to perform the work proposed to be contracted.

**Approved as to Form**

The proposed contract has been approved as to form by the Office of the City Attorney.

**Prevailing Wage Rates**

The contractor shall comply with all provisions of the California Labor Code relating to public works wages, and in specific, with those laws requiring the contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed during the work. The prevailing wage rate is established by the State of California's Department of Industrial Relations. Information regarding prevailing wage rates may be obtained from the State of California, Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4780, or for a copy of the prevailing wage rates, contact the Office of Contract Compliance at (213) 847-1922.

Any contract awarded hereunder will require the Contractor to comply with the provisions of the Labor Code of the State of California, relating to Public Works wages. These provisions require the Contractor to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job-site, in a conspicuous place available to all employees and applicants for employment.

The contractor and all subcontractors shall submit Certified Payroll Records to the Office of Contract Compliance on a weekly basis using the City's On-Line Certified Payroll System (OCPS) throughout the project until completion of the project. In addition, the contractor shall employ apprentices in the ratio to journeymen as required by Section 1777.5 of the California Labor Code.

The contractor, and all subcontractors, shall cooperate in allowing Labor Compliance Section staff 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 Section 16432 (d) of the California Code of Regulations.

**Other City Policies and Requirements**

RedZone and National Plant shall comply with all City requirements, including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Equal Benefits Ordinance
- Business Tax Registration Certificate

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- Child Support Obligations Ordinance
- Insurance and Performance Bond Requirements
- Slavery Disclosure and Disclosure of Border Wall Contracting Ordinances
- Americans with Disabilities Act
- Municipal Lobbying Ordinance
- Los Angeles Residence Information
- City of Los Angeles Contract History
- Non-Collusion Affidavit
- First Source Hiring Ordinance
- Contractor Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010
- City Contractors' Use of Criminal History for Consideration of Employment Applications
- COVID-19 Requirements

**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 bidder's contract 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 this personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of this contract.

**Headquarters Address and Workforce Information**

The headquarters of RedZone is 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086. RedZone employs 80 people, of which 6 reside in the City of Los Angeles.

The headquarters of National Plant is 1461 Harbor Avenue, Long Beach, CA. National Plant employs 80 people, of which 2 reside in the City of Los Angeles.

**Contract Administration**

Responsibility for the administration of this contract will be with the Clean Water North Conveyance Division of LASAN.

**PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL**

This contract was approved by PRD (WW176) on September 21, 2022, in the amount of \$22,000,000.

**STATUS OF FINANCING**

There is no impact to the General Fund. The total funding for this contract is not to exceed \$22,000,000. Funding for Budget Fiscal Year 2025-26 in the amount of \$280,000 is available in

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MARCH 9, 2026

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the Fund No. 760, Sewer Operations and Maintenance Fund, Department No. 50, Appropriation Account No. 50CX82, PW-Sanitation Expense and Equipment and \$2,466,790 is available in the Fund No. 761, Sewer Capital Fund, Appropriation Account No. 50CX82, PW-Sanitation Expense and Equipment. The remaining funding will be budgeted within the Fund No. 760, Sewer Operations and Maintenance Fund and the Fund No. 761, Sewer Capital Fund.

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

Funding in the amount of \$280,000 from Fund 760/50/50CX82 and \$2,466,790 from 761/50/50CX82 for 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 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 expense in excess of the appropriation amount(s) until the City appropriates additional funds for this Contract.

FUTURE ACTIONS

Upon authorization by the Council and the Mayor, the Board will execute the contracts with RedZone and National Plant.

(Signature page follows)

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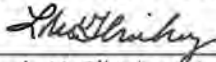
Respectfully submitted,



---

TRACI MINAMIDE  
Interim Director and General Manager  
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:



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Lynda McGlinchey (Jan 28, 2026 10:26:24 PST)

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:



---

Sarai Bhaga (Dec 19, 2025 13:11:47 PST)

SARAI BHAGA, Chief Financial Officer  
Bureau of Sanitation  
Date: \_\_\_\_\_

APPROVED AS TO FUNDS:



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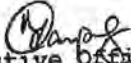
MIGUEL DE LA PEÑA, Director  
Office of Accounting  
760/50/50CX82 \$280,000  
761/50/50CX82 \$2,466,790  
Date: 1/28/2026

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

# TRANSMITTAL 1

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

SEP 06 2023

  
Executive Officer  
Board of Public Works

DEPARTMENT OF PUBLIC WORKS

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CD: ALL

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSALS AND NEGOTIATE CONTRACT(S) FOR SEWER CONDITION ASSESSMENT USING CLOSED CIRCUIT TELEVISION INSPECTION WORK ORDER #: SZC11252

## RECOMMENDATIONS

Authorize the Director and General Manager of the LA Sanitation and Environment (LASAN) or her designee 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 based on the established rating criteria, select and interview the most qualified proposer(s).
3. Negotiate a contract(s) with the most responsive proposer(s).
4. Return to the Board of Public Works (Board) for authority to award and execute any contract(s), subject to Mayor and City Council approval prior to contract execution.

## TRANSMITTALS

1. Copy of the RFP for sewer condition assessment by CCTV.

## DISCUSSION

### **Request for Proposals (RFP)**

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.

### **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 400 Million Gallons per Day (MGD).

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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.

Closed Circuit Television (CCTV) inspection 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 sewer pipes that 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. CCTV assists LASAN to reduce the occurrence of sewage spills that will protect 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—as well as repairs through the use of sectional/lateral liners when necessary. These new technologies allow better assessment of the extent of corrosion and debris level in sewer pipes and efficiently repair sewer lines to keep the collection system in optimal condition.

In October and November 2021, two contractors were retained by the City to perform the CCTV inspection and sewer condition assessment. These contracts (Contract Nos. C-139249 and C-139428) will expire on October 20, 2026 and November 10, 2026, 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 achieve the objectives of the City. The selected contractor(s) shall provide the services outlined below:

1. Licensed in the State of California in 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 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**

The contract(s) will be for a term of five (5) years with an option to renew for an additional two (2) years on a month-to-month basis.

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**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 proposals. LASAN will 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:

- Qualifications – 40%
  - Experience of the Proposer, proposed project manager, technical and key personnel.
  - Proven experience and a successful track record of sewer condition assessment by CCTV inspection, Sonar/Laser Profiling, pipe lining, and sewer cleaning as described in Article 2.1.
  - Proven customer satisfaction
- Cost and Budget Control – 20%
  - Financial strength of the Proposer.
  - Overall cost for the sewer cleaning, CCTV, sectional/lateral lining and Sonar/Laser inspection program.
  - Minimum financial standards described in section 5.21 of this RFP.
- Proposal Content and Schedule – 30 %
  - Exhibit a sound understanding of this RFP and the applicable work requirements for the planning, implementation, and operation of the collection system.
  - Exhibit a thorough knowledge of each task required and the task relationship to the project's objectives.
  - Exhibit the long-term impact on City liability.
  - Demonstrated strength and experience of the Proposer as shown by financial capabilities and previous experience.
  - Demonstrated knowledge and methods to deliver performance requirements and other needs required in this RFP.
  - Compliance with local, State and Federal regulations.
  - Demonstrated knowledge, experience, and familiarity with collection system sewer maintenance.
  - Demonstrated knowledge of all regulations associated with the cleaning, maintenance, CCTV inspection, sewer/lateral lining, and Sonar/Laser Profiling of the sewer system.
  - Perceived level and degree of the Proposer's responsibility, motivation, and dedication to a successful effort, to the overall capability of the Proposer.
- Overall Proposal Responsiveness – 10%
  - Proposer demonstrates an overall responsiveness to the requests of this RFP.

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The evaluation criteria are summarized in Table 1 below.

Table 1: Percentage scoring of the evaluation criteria.

<b>Evaluation Criteria</b>	<b>Percentage Score</b>
Qualifications	40%
Cost and Budget Control	20%
Proposal Content and Schedule	30%
Overall Proposal Responsiveness	10%
<b>Total</b>	<b>100%</b>

**RFP Posting Requirement**

The RFP will be posted on the City's Regional Alliance Marketplace for Procurement (RAMP) website in compliance with City Council motion 95-1060S2. RAMP is the centralized portal to access City's contracting opportunities. The RFP, addenda, and all other related documents will be available for download on <https://www.rampla.org/s/>.

**Notification of Intent to Contract**

The Notification of Intent to Contract (NOI) was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on February 7, 2022.

**Charter Section 1022**

The CAO made a Charter 1022 determination on March 1, 2022 and found that the proposed services can be performed more feasibly and economically by a contractor rather than by City employees.

**Business Inclusion Program (BIP)**

On January 12, 2011, the Mayor issued Executive Directive No. 14 which created the BIP. This program provides Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) firms an equal opportunity to compete for, and participate in, City contracts.

LASAN has established anticipated participation levels of five (5) percent MBE, two (2) percent WBE, two (2) percent SBE, two (2) percent EBE, and two (2) percent DVBE. Currently, a Lesbian, Gay, Bi-sexual, and Transgender Business Enterprise (LGBTBE) Outreach is not required as part of the BIP, but is tracked for statistical purposes.

Proposers submitting a proposal in response to this RFP are required to perform a BIP Outreach using the RAMP system. Failure to comply with the City's BIP Outreach requirements will render the proposal non-responsive.

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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 RFP response. Additionally, during the term of the contract, the Proposer must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

**Community Level Contracting**

As part of the City's Community-Level Contracting (CLC) initiative led by the Department of Public Works (DPW), LASAN seeks to help make City contracting more accessible and equitable by providing small contractors the opportunity to work directly with the City as prime contractors on smaller, more manageable construction projects. LASAN staff evaluated the CCTV work to be performed under this opportunity and determined it would be most feasible and cost effective to work with contractor(s) that have extensive knowledge and experience working in small to large line sewers with adverse conditions that can range from traffic control, bypassing varying flow to conduct repairs of collection system, to difficult condition assessments in easements or right of ways. Historically contract bidders with the knowledge and experience to perform this work have been minimum; therefore, after performing the CLC evaluation, LASAN has determined this opportunity is not a Community Level Contracting opportunity.

**Compliance with Board RFP Policy**

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

**Other City Policies and Requirements**

The proposers shall be required to comply with the City's policies and requirements including the following:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Program
- Equal Benefits Ordinance
- Living Wage and Worker Retention Ordinances
- Slavery Disclosure Ordinance and Disclosure of Border Wall Contracting Ordinance
- Americans with Disabilities Act
- Child Support Obligations Policy
- Los Angeles Residence Information
- Non-Collusion Affidavit
- Performance Bond and Insurance requirements
- Business Tax Registration Certificate
- City of Los Angeles Contract History
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Municipal Lobbying Ordinance
- Iran Contracting Act of 2010 Compliance Affidavit
- City Contractor's use of Criminal History for Consideration of Employment Applications Ordinance
- COVID-19 Requirements

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Attachments and forms pertaining to these requirements are included in the RFP and on the RAMP.

**Local Business Preference (LBP) Program**

Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the LBP Program which was designed to increase local employment and expenditures in the local private sector. All PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant an additional eight (8) percent of the total possible evaluation points added to their evaluation score to PROPOSERS who are certified as LBE firms. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two (2) percent of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve percent. Additionally, all non-LBE Proposers may be granted an additional percent, up to a total of five (5) percent, of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten (10) percent of their proposal that is to be performed by an LBE, LSB, and/or LTE subcontractor.

**Contractor Responsibility Ordinance**

All contractors participating in this project are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, [Article 14, Chapter 1, Division 10, L.A.A.C.]. Failure to comply with all requirements specified in the Ordinance will render the proposer's contract 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 the quality control of this personal services contract shall submit Contractor Performance Evaluation Reports to the Department of Public Works, Bureau of Contract Administration upon completion of this contract.

**Contract Administration**

Responsibility for the administration and management of this contract will rest with the Clean Water North Conveyance Division, LASAN.

**PROJECT REVIEW BY DIRECTOR APPROVAL (PRD) APPROVAL**

The project budget was approved by PRD on December 1, 2022, in the amount of \$22,000,000.

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STATUS OF FINANCING

There is no impact to the General Fund. No funding is required at this time. Specific funding information will be provided at the time of approval of the project award. Funding sources may include Fund No. 760, Sewer Operations & Maintenance Fund and Fund No. 761, Sewer Capital Fund.

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 his designee.

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 expense in excess of the appropriation, amount(s) until the City appropriates additional funds for this Contract.

FUTURE ACTIONS

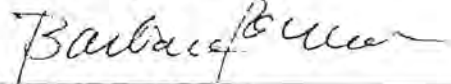
Upon authorization by the Board, the RFP and attachments will be posted on <https://www.rampla.org/s/>.

A review committee will evaluate the proposals. The most qualified proposer(s), who submitted the best proposal(s) in response to the RFP, will be interviewed, ranked, and selected. LASAN will then negotiate a personal services contract with the highest rated firm to provide the required services. Subsequent to the negotiation of the contract, LASAN will request the Board for authority to award and execute a contract with the selected proposer.

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Respectfully submitted,



BARBARA ROMERO  
Director and General Manager  
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED  
AND APPROVED BY:



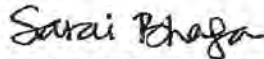
Lynda McGlinchey (Aug 4, 2023 17:21 PDT)

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:



SARAI BHAGA, Chief Financial Officer  
Bureau of Sanitation  
Date: 7/11/2023

Prepared by:  
Jennifer Ly, CWNCD  
(323) 342-6027

**Request for Proposals**

**For**

**Sewer Condition Assessment  
Using Closed Circuit Television  
(CCTV) Inspection**



**CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
LA SANITATION AND ENVIRONMENT  
Barbara Romero, Director and General Manager  
Julie Allen, Assistant Director  
Kwasi Berko, Division Head**

**CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
LA SANITATION AND ENVIRONMENT**

**Request for Proposals for Sewer Condition Assessment Using Closed Circuit  
(CCTV) Inspection**

This Request for Proposals (RFP) is a solicitation for proposals from experienced contractors to provide the City of Los Angeles, Department of Public Works, LA Sanitation and Environment (LASAN) services for sewer and storm drain pipeline inspection, cleaning, and lining. The proposals must be submitted in accordance with the requirements set forth in this document.

Only written responses will be considered. All materials submitted will become part of the response, and may be incorporated into any subsequent contract(s) between the City of Los Angeles and the selected Proposer(s).

**A MANDATORY PRE-PROPOSAL MEETING will be held for all interested PROPOSERS on:**

**DATE:** [INSERT DATE]

**TIME:** [INSERT TIME] Pacific Standard Time (PST)

**LOCATION:** 2714 Media Center Drive, Los Angeles, CA 90065

All technical questions regarding the RFP shall be submitted to the address below in writing at least one (1) week prior to the pre-proposal meeting date. If the City deems it necessary to answer any questions, copies of all questions and responses will be posted on the Regional Alliance Marketplace for Procurement (RAMP) ([www.rampla.org](http://www.rampla.org)) as an addendum to the RFP. The identity of Proposers submitting questions will not be disclosed in the addendum. Questions of minor significance may be discussed verbally at the pre-proposal meeting; however, only written responses from the City to questions from proposers may be considered to be part of the RFP requirements and may be incorporated into any subsequent contract(s) between the City of Los Angeles and the selected contractor.

Proposers shall direct all technical questions in writing to:

**Azya Jackson  
City of Los Angeles  
LA Sanitation and Environment  
Clean Water Conveyance North Division  
Azya.Jackson@lacity.org  
Telephone No. 213-207-0818**

**PROPOSAL DUE DATE:**

[INSERT DATE] BY [INSERT TIME] PST

Questions regarding any of the attachments to this RFP should be directed to the office specified in the attachment.

**This pre-proposal meeting is mandatory for all proposers who wish to submit proposals for this RFP. Failure to attend the pre-proposal meeting will result in the proposer's proposal being deemed non-responsive, and the proposer will be disqualified from being able to submit a proposal for this RFP.**

An original, 3 copies (total of 4 sets), and a PDF copy of all proposal materials must be received by [INSERT TIME] PST on the proposal due date. Performance of a BIP (Business Inclusion Program) outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on RAMP, [www.rampla.org](http://www.rampla.org). All BIP outreach documentation must be submitted on RAMP by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

It is the sole responsibility of the Proposer to ensure that proposals are received at the location noted above by the due date. Proposals received after the exact date and time indicated will be deemed non-responsive and will be excluded from consideration. The only proof of timely receipt will be the official date/time stamp entered on the proposal envelope by LASAN. Postmarks are not acceptable as proof of timely receipt.

**The RFP, attachments and addenda will be posted on [www.rampla.org](http://www.rampla.org).**

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**ARTICLE 1 - GENERAL INFORMATION**

1.1 Section Headings

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this document.

1.2 Definitions

Words and phrases used herein shall have the same meaning as set forth opposite the same:

AGREEMENT/ CONTRACT in	The contractual agreement between the CITY and the selected Proposer for the services requested  this RFP
BOARD	The Board of Public Works of the City of Los Angeles
CALENDAR DAY	Each day beginning at 12:01 AM and ending twenty-four (24) hours thereafter at 12:00 AM midnight
CCTV	Closed Circuit Television (CCTV), the use of video cameras to assess the condition of the sewer pipelines and storm drain pipelines. Other terms, such as CCTV inspection, condition assessment, condition inspection, and inspection may also be used in this RFP to refer to this manner of assessment.
CITY	The City of Los Angeles, BOARD, 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/ PROJECT ENGINEER	The CITY'S designated representative for all issues related to the CONTRACT.

CONTRACTOR	The Proposer(s) selected by the CITY through the evaluation process for this RFP.
CONTRACTOR PROJECT MANAGER	The CONTRACTOR'S designated representative for all issues related to the CONTRACT.
EASEMENT RIGHT OF WAY	A location in backyards, parks, public, and off-road locations, or other areas which are typically more difficult to access than sewers located beneath street surfaces, under which CITY sewer lines lie and over which CITY has a right of access. Also, locations on private property under which sewer lines are found and over which utility companies and municipal agencies have a right of access to MHs and sewer lines.
ELECTRICAL/CHEMICAL RESISTANT	The physical property of being able to withstand electrical and chemical damage, possessed by the fiberglass laminate tubing material used in CITY sewers.
EMPAC	Enterprise Maintenance Planning and Control (EMPAC), an asset management and maintenance system used by the CITY's water reclamation plants and conveyance system. The system allows the CITY to manage work, track warehouse parts, and streamline maintenance related purchases.
FOG	Fats, Oils and Grease
HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other holidays officially designated and observed as such by the CITY
LASAN	LA Sanitation and Environment/The Bureau of Sanitation of the Department of Public Works, of the City of Los Angeles
LATERAL SEAL/	A special tubing component inserted into an

TOP HAT	existing CITY sewer line and installed in a damaged “wye” connection. A “wye” is part of the CITY sewer system and joins a private lateral (or pipe) originating from residences, businesses, and other entities. The use of a lateral seal/top hat is an effective repair methodology, which restores the structural integrity of the sewer pipe.
MBE/WBE/SBE/ EBE/DVBE/LGBTBE/OBE	Minority Business Enterprise/Women Business Enterprise/Small Business Enterprise/ Emerging Business Enterprise/Disabled Veteran Business Enterprise/Lesbian, Gay, Bi-sexual, Transgender Business Enterprise/Other Business Enterprise, respectively.
MH	Maintenance hole. A sewer maintenance hole is 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.
PROPOSER	A vendor who has submitted a proposal for evaluation in response to this RFP.
RFP	This Request for Proposals for Sewer Condition Assessment using CCTV inspection.
SECTIONAL LINER/ CURED IN PLACE SECTIONAL LINER (CIPSL)	A pipe liner that is inserted into a sewer for the purpose of restoring the structural integrity of the CITY pipe, which repairs the sewer pipe and extends its life.
STOPPAGE/BLOCKAGE	A partial or complete interruption of flow sewer as a result of some obstruction.
SUBCONTRACTOR	Any contractor, supplier, or vendor who is subcontracted by the selected PROPOSER to work on a CONTRACT.

Words in the plural form shall include the singular, and vice versa, and words imparting the masculine gender shall include the feminine. The terms “include” and “including” do not exclude items not enumerated that are in the same general class.

## 1.3 Introduction

### 1.3.1 Project Background

The CITY owns, maintains and operates one of the largest wastewater systems in the nation. This includes 6,700 miles of sewers, 140,000 maintenance structures, 44 pumping plants, and four (4) water reclamation plants within a 550 square mile service area that serves over four million people. In addition, there are 29 contract agencies (satellite systems) that use the CITY sewage conveyance system responsible for the operation and maintenance of its conveyance system per their individual National Pollutant Discharge Elimination System (NPDES) permits and/or separate agreements with various regulatory agencies. In order to continue uninterrupted wastewater conveyance and treatment service to the citizens of Los Angeles, protect public health and safety, protect the environment and meet all federal, state, and local regulatory and permit requirements, there is an on-going need to inspect, assess the condition of, maintain, plan, and upgrade the various components of the CITY's water reclamation facilities

To that end, in the late 1980's, the BOARD and the City Council adopted the following goals for the CITY's conveyance system:

- Stop all avoidable dry weather overflows;
- Control wet weather overflows;
- Rehabilitate deteriorating sewers;
- Control odor; and
- Maintain and/or maximize flexibility in operation.

Since then, the CITY has experienced sewage spills in the wastewater conveyance system. Such sewage spills are in violation of the NPDES permits for CITY facilities and are prohibited by the various Federal and State governing regulatory requirements and codes.

The following activities or events are among the main causes of sewage spills:

- Mechanical failure;
- Electrical failure;
- Blockage from FOG build-up, tree root infestation, and debris build-up;
- Structural failure;
- Under-designed and overtaxed systems;
- Severe wet weather conditions;
- Construction activities;
- Third party actions; and
- Vandalism

The purpose of the condition assessment program using CCTV inspection, for which proposals are sought through this RFP, is to assess the structural condition, hydraulic condition and/or the sedimentation level of all pipelines within the CITY's wastewater conveyance system. Through that assessment, the overall condition of the system will be determined, and structural deficiencies identified for each pipe reach. The relative condition of each pipeline reach will determine how the CITY will prioritize planning studies, rehabilitation and/or replacement projects, and cleaning projects.

### 1.3.2 RFP Objectives

The CITY is soliciting proposals from companies to assess the condition, through the use of CCTV, sonar and/or laser profiling inspection of the sewer pipelines, and occasionally, the storm drain system, that are owned, operated, and maintained by the CITY. In some circumstances, the CONTRACTOR(s) may be asked to perform cleaning of the sewer in order to allow the CCTV camera or sonar and/or laser to pass, for assessing the pipe condition. In addition, CONTRACTOR will also be requested to install SECTIONAL LINERS/CIPSL and/or LATERAL SEAL/TOP HATS that are needed to restore the structural integrity of City pipes. The term of the CONTRACT is five (5) years commencing on the executed and stipulated start date. The CITY may select a single contractor or multiple contractors based on the evaluation described in Article 4 of this RFP.

### 1.3.3 Project General Project Description

Sewer condition assessment by CCTV is required to determine the structural condition of pipes, address emergency and regular repair needs, as well as determine the quality and frequency of sewer cleaning activities, all in an effort to reduce spills and cover its operational and planning needs. The main purpose of the RFP/CONTRACT is to have CONTRACTOR provide CCTV-inspection of sewer or storm drain lines that make up the CITY's wastewater Conveyance and storm drain systems. 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. It is estimated that 400 miles of pipeline, with pipes ranging in size from 6-inches to over 48-inches in diameter, will be inspected per year as part of the CONTRACT. There are also other tasks the CONTRACTOR will be requested to perform under the CONTRACT, including but not limited to the following:

- Obtaining permits from the California Department of Transportation (CALTRANS) when performing work on State highway.
- Performing specialized cleaning of sewer pipes of various sizes as requested.
- CCTV-inspection of sewers in areas where accessibility is difficult, namely EASEMENTS.
- Assisting/standing-by during emergency situations as requested by the CITY.
- Performing laser/sonar inspection of sewer pipes using special equipment when required. This technology provides greater detail as compared to regular CCTV.
- Cleaning sewer connection laterals, referred to as "wye" connections, as requested by the CITY.
- Installing "wye" connection liners (TOP HATS) and SECTIONAL LINERS/CIPSLs as described herein.

**ARTICLE 2 – SCOPE OF SERVICES**

The selected CONTRACTOR(s) shall provide the following services to the CITY:

**2.1 Sewer Condition Assessment and Sewer Cleaning**

CONTRACTOR(s) shall provide all labor, equipment, and materials to perform the services upon request by the CITY.

The service required for the CONTRACT is to inspect CITY-owned, operated, and/or maintained sewer pipe conditions, mainly by CCTV, but also by sonar and/or laser profiling as requested by the CITY. Occasionally, CONTRACTOR will also be asked to inspect the storm drain system owned, operated, and maintained by the CITY. In some circumstances, the CONTRACTOR may be asked to perform cleaning of the sewer in order to allow the required equipment to pass for assessing the pipe condition. In addition, CONTRACTOR will also be requested to install SECTIONAL LINERS/CIPSLs and/or LATERAL SEAL/TOP HATs that are needed to restore the structural integrity of CITY pipes. The term of the CONTRACT is five (5) years commencing on the executed and stipulated start date.

**2.2 Documentation and Sewer Inspection Results**

The CONTRACTOR will be required to submit the documentation for the sewer inspection results as required. See Article 5 for Technical Requirements.

**ARTICLE 3 – GENERAL REQUIREMENTS FOR RESPONDING TO RFP**

Each proposal shall be submitted according to the following guidelines. Failure to abide by these instructions may render a proposal non-responsive.

**3.1 Submission Deadline and Address**

All proposals shall be submitted to the CITY at the following address on or before the submission deadline stated below. The only proof of timely receipt will be the official date/time stamp entered on the proposal envelope by LASAN. Postmarks are not acceptable as proof of timely receipt.

It is solely the responsibility of the PROPOSER to ensure that proposals are received at the location noted below, by the due date and time. Proposals *received* after the exact date and time indicated shall be deemed non-responsive and excluded from consideration. Proposals received later than the deadline noted below will be returned, unopened, to the PROPOSER, and that PROPOSER will be eliminated from consideration for the CONTRACT. At the discretion of the CITY and the evaluation panel, additional information for the purpose of clarity may be requested during the proposal review process.

**DEADLINE DATE:** [INSERT DATE]

**TIME:** [INSERT TIME] PST  
**LOCATION:** 2714 Media Center Drive  
Los Angeles, CA 90065

**ATTENTION:** Azya Jackson, Assistant Division Manager

Please allow sufficient time to check-in with building security when attending the pre-proposal meeting and when submitting a proposal.

### 3.2 Proposal Presentation

All proposal originals shall:

1. Be unbound and photocopy ready (original copy)
2. Be typed or printed double-sided, on 8-1/2 by 11 inch size recycled and recyclable paper
3. Be enclosed in a single sealed package plainly labeled with the words "PROPOSAL FOR SEWER CONDITION ASSESSMENT USING CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION"
4. Not exceed 15 double-sided narrative pages, **excluding** title page, signature page, table of contents, executive summary, required CITY documents, resumes, references and printed materials (such as brochures). One double-sided page – one sheet of paper printed with narrative text on both sides – will count as **two (2)** pages.
5. Have continuously numbered pages
6. Label each Article with title headers

### 3.2 Number of Copies

Proposal packages must fully document compliance with all proposal requirements detailed throughout this RFP and must be submitted, by the PROPOSER(S), as follows:

- One (1) original of the entire proposal, including all original signatures.
- Three (3) copies of the entire proposal, labeled "COPY".
- One (1) PDF digital copy sent via email or external drive such as a USB.
- If applicable, one (1) unbound copy of the proposal with confidential material entirely blacked out; including a statement of defense for actions brought against the CITY.

### 3.4 Signature and Authority

The proposal must be signed by an officer of the corporation, or its principal, partner, or other duly authorized person or persons with the authority to make the commitments required by this RFP. The signatures produced by the authorized persons representing the PROPOSER serve as a consignment, in good faith, to the RFP selection process, with no intent by the PROPOSER to withdraw the proposal once it has been submitted to the CITY for evaluation or CONTRACT award consideration.

If the proposal is made by a partnership of more than one company, a copy of the partnership agreement, the name and post office address of the partnership, a list of all partners, and the signature of all general partners must be provided. If made by a corporation, the proposal must indicate the name and state or country under which the corporation is incorporated and the name, post office address, and federal tax identification number of the corporation. If the proposal is made by a corporation, a copy of the appropriate section of the bylaws or a resolution of the board of directors of the corporation shall be furnished showing the authority of the officer who has signed the proposal and proposal forms to execute contracts on behalf of the corporation. If the proposal is made by a joint venture, a copy of the joint venture agreement, the name, post office address, and organizational status of each of the joint ventures must be provided. Where a joint venture is composed of one or more partnerships, corporations, or other entities, the information specified in this paragraph must be provided for each entity. Each proposal form submitted by a joint venture must be signed by all parties to the joint venture agreement.

In proposals containing proprietary information, proprietary paragraphs and/or other data should be clearly marked as noted below in Section 3.7. The PROPOSER must include one extra unbound copy of the proposal with the confidential material totally blacked out or removed from the text so that one copy is available as public material.

### 3.5 Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on:

**DATE:** [INSERT DATE]

**TIME:** [INSERT TIME] PST

**LOCATION:** LA SANITATION  
CLEAN WATER NORTH CONVEYANCE DIVISION  
2714 MEDIA CENTER DRIVE  
LOS ANGELES, CA 90065

**CONTACT:** AZYA JACKSON, 213-207-0818

**NOTE:** Attendance at the pre-proposal meeting is mandatory. Failure to attend the pre-proposal meeting will result in the proposer's proposal being deemed unresponsive, and the proposer will be disqualified from being able to submit a proposal for this RFP.

### 3.6 Questions Regarding the RFP

Technical questions regarding this RFP will only be addressed at the pre-proposal meeting. Technical questions must be submitted in writing one (1) week prior to the pre-proposal meeting. If the CITY deems it necessary to answer any technical questions submitted, the questions and responses will be posted on [www.rampla.org](http://www.rampla.org) as an addendum to the RFP. The identity of the PROPOSERS submitting technical questions will not be disclosed in the addendum. Technical questions of minor significance may be discussed verbally; however, only written responses may be considered to be part of the RFP. PROPOSERS shall direct all technical questions in writing by mail or email to:

Azya Jackson  
City Project Manager  
City of Los Angeles  
LA Sanitation and Environment  
Clean Water North Conveyance Division  
2714 Media Center Drive, Los Angeles, CA 90065  
Telephone No.: 213-207-0818  
Email: [Azya.Jackson@lacity.org](mailto:Azya.Jackson@lacity.org)

The outside of the envelope should clearly state that it contains technical questions about the Request for Proposals to Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection.

Questions pertaining to Standard City Requirements should be directed to the Department stated in the RFP.

### 3.7 Confidential Information

Proposals made in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to the PROPOSER'S competitive position or constitute a trade secret. To protect such data from disclosure, the PROPOSER should specifically identify the pages of the proposal that contain confidential information by properly marking the applicable pages and inserting the following notice in the front of the proposal:

**“NOTICE”**

“The data on the pages of this proposal identified by an asterisk (\*), or marked along the margin with a vertical line, contains information which are trade secrets and/or whose disclosure would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the City determines is proper under federal, state, and local law.”

Failure to include such a statement shall constitute a waiver of the PROPOSER'S right to exemption from disclosure, and authority for the CITY to provide a copy of the bid or any part thereof to the requestor. The CITY assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the PROPOSER will be advised of the request and may expeditiously submit to the CITY a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the CITY in making its determination as to whether or not disclosure is proper under federal, state, and local law. The CITY will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury that may result from any disclosure that may occur. The PROPOSER agrees to assume and pay for all costs incurred by the CITY, including attorneys' fees awarded by the court, if the PROPOSER requests the CITY to resist disclosure of material provided to the CITY by the PROPOSER, provided the CITY determines that said materials are exempt under federal, state, and local law.

### 3.8 RFP Items Not Covered

Proposals should cover the statement of work and all the RFP specifications. Otherwise, PROPOSERS should state why the RFP requirements are not being addressed. If PROPOSERS wish to present qualifications in addition to the required items stated, information should be presented under the heading "Additional Qualifications We Wish to Present." PROPOSERS who do not wish to present such information should state, "There are no additional qualifications we wish to present".

### 3.9 Proposal Cost and Ownership

Each proposal prepared in response to this RFP shall be prepared at the sole cost and expense of the PROPOSER and with the expressed understanding that no claims against the CITY for reimbursement will be accepted. All proposals will become the property of the CITY and will not be returned to the PROPOSER. The PROPOSER should not include confidential information or trade secrets without expressly stating and identifying the information or trade secrets to be considered confidential, since all accepted proposals will become public information following the closure of the RFP selection process. However, if such information is necessary to assure a competitive proposal, then the PROPOSER is to follow the guidelines for confidential information as discussed above.

### 3.10 Proposal Format

All proposals shall be written in concise, clear English, and be organized into the following sections and in the following order:

1. Title Page

- a. PROPOSER shall write the Proposal title, address of the City of Los Angeles, LA Sanitation Media Center Building, name of the CITY CONTRACT MANAGER, due date of the Proposal, PROPOSER's legal name, address information, and label either ORIGINAL or COPY.
2. Signature Page
  - a. PROPOSER shall fill out a signature page form as described in Section 3.4 of this RFP.
3. Table of Contents
  - a. PROPOSER shall prepare a table of contents to list all of the sections included in the PROPOSAL and designate appropriate page numbers on the right of each section name.
4. Executive Summary
  - a. PROPOSER shall summarize each item requested in this RFP clearly and describe them in this section. The PROPOSER shall demonstrate how they most qualify to provide the services requested in this RFP. The PROPOSER shall demonstrate that they have not been in default on any material contract obligations over the previous four (4) years. The PROPOSER shall identify any existing lawsuits or legal problems that may have an impact on their ability to provide the services under the CONTRACT with the CITY.
5. General company and staff information (See below)
  - a. General Company Information shall include:
    - i. Legal name and address of PROPOSER
    - ii. Purpose of organization
    - iii. Names of officers legally authorized to sign the CONTRACT
    - iv. Name, qualifications, educational and professional credentials and experience of officers and staff.
    - v. Task assignments of each staff member
    - vi. Financial qualifications
    - vii. Signatures and declarations
6. Statement of Qualifications (as detailed in Article 4.2)
7. Program Proposal (as detailed in Article 1)
8. Contractually required information (as detailed in Article 7)
9. Portfolio of sample plans, projects, public education material etc.

**ARTICLE 4 - SELECTION AND CONTRACT AWARD PROCESS**

The CITY will select the PROPOSER(S) determined to be the most qualified, having the best experience, providing competitive prices, and possessing the ability to successfully perform the required tasks. The selection will be based on the pre-established criteria listed in Section 4.2. The CITY, at its sole discretion, has the option of selecting more than one PROPOSER to serve the best interest of the CITY.

**4.1 Proposal Evaluation**

Proposals will be reviewed by an evaluation panel consisting of LASAN staff, and may include representatives from outside LASAN. The evaluation panel may request additional information and/or clarification from the PROPOSERS, schedule oral presentations by the PROPOSERS, and assess any or all proposals. The final proposal rating will be based on the submitted proposal and any additional information or clarification provided in response to the evaluation panel's requests. Based upon the evaluation panel's final report, LASAN will submit a report to the BOARD, containing a recommendation to award and execute a CONTRACT with the selected PROPOSER(s). CONTRACT(s) will then be submitted to the BOARD, the Mayor, and the City Council for approval.

**4.2 Proposal Criteria**

The following proposal criteria will be used to determine the most responsive PROPOSER. Each proposal will be reviewed, evaluated and assigned a score under each criteria corresponding to the designated range of points. A total score will be calculated by adding each criteria score. The PROPOSER with the highest score will be determined to be the most responsive. Therefore, it is important to note that the criteria listed in the table be satisfied and met in the submitted proposals. However, before any proposal can be considered for evaluation, it must pass Business Inclusion Program Evaluation.

<b>EVALUATION CRITERIA</b>	<b>PERCENTAGE SCORE</b>
<b>Qualifications</b>	
PROPOSERS must provide a statement of qualifications that includes a statement of prior experience including personnel, references, documentation demonstrating proven experience and successful track record of sewer condition assessment by CCTV inspection, sonar/laser profiling, pipe lining, and proven customer satisfaction.	40%
<b>Cost and Budget Control</b>	

PROPOSERS must provide documentation demonstrating the ability to complete projects within cost and budget. Consideration of cost for the sewer cleaning, CCTV, sectional/lateral lining and sonar/laser inspection program. PROPOSERS must demonstrate financial strength and minimum financial standard described in Section 5.21 of this RFP.	20%
<b>Proposal Content and Schedule</b>	
PROPOSERS must: Demonstrate a sound understanding of this RFP and the applicable work requirements for the planning, implementation, and operation of the conveyance system; Exhibit a thorough knowledge of each task required and the task's relationship to the project's objectives; Exhibit an understanding of the long-term impact on CITY liability; Demonstrate strength and experience of the PROPOSER as shown by financial capabilities and previous experience; Demonstrate knowledge and methods to deliver performance requirements and other needs required in this RFP; Compliance with local, State and Federal regulations; Demonstrate knowledge, experience, and familiarity with conveyance system sewer maintenance; Demonstrate knowledge of all regulations associated with the cleaning, maintenance, CCTV inspection, sewer/lateral lining, and sonar/laser profiling of the sewer system; Perceived level and degree of the PROPOSER's responsibility, motivation, and dedication to a successful effort, to the overall capability of the PROPOSER.	30%
<b>Overall Proposal Responsiveness</b>	
Proposals will be evaluated on the PROPOSER'S overall responsiveness to the requests of this RFP.	10%
<b>TOTAL</b>	<b>100%</b>

**ARTICLE 5 – PROPOSER TECHNICAL AND FINANCIAL QUALIFICATIONS**

PROPOSER shall clearly describe the approach and procedures that will be implemented to meet the technical requirements required for the CONTRACTOR as stated in this Article. As a minimum, all specified technical requirements must be addressed in the proposal. The PROPOSER may describe additional, alternative approaches and

procedures. Note that any significant deviations from the conditions set forth in this RFP must be identified.

#### 5.1 RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY THE CONTRACTOR

CONTRACTOR shall perform the services described in this Article.

CONTRACTOR shall perform such work with a degree of skill and diligence normally employed by Contractors performing the same or similar services.

CONTRACTOR shall furnish all labor, tools, equipment, materials, and supplies required for the performance of the Closed Circuit Television Inspection (CCTV), sonar/laser profiling, and cleaning of sewer lines/storm drain lines requested by the CITY as specified hereinafter.

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.

CONTRACTOR shall, within sixty (60) days of receiving a written report from the CITY regarding any services from CONTRACTOR that fail to meet the standards and the specific guarantee requirements set forth in this Article, provide corrective services at no charge to the CITY. 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.

#### 5.2 GENERAL REQUIREMENTS

CONTRACTOR should take notice 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.

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

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 (EMPAC). 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.

CONTRACTOR shall re-seal all MHs encountered that were sealed for the control of odors or entry of extraneous water.

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

CONTRACTOR shall provide video including narration identifying the pipe segment by MH number and street location. The narration shall 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 as specified in section 5.5.4 of this Article shall become the property of the CITY.

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

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 knowledge of current safety requirements for confined space entry.

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

CONTRACTOR shall observe and comply with the CITY's policy of Zero Spills, adopted by the BOARD on June 28, 1998.

CONTRACTOR shall be in full charge and responsible for the job site, the scope of work of the CONTRACT, and subject to the directions of the PROJECT ENGINEER as described in section 5.4 of this Article.

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

CONTRACTOR shall be responsible for obtaining the "Encroachment Permit" required by the CALTRANS when performing work on any State highway and will be reimbursed for the cost.

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 the CITY staff will be compensated by the agreed upon unit costs included in Exhibit A, "Project Cost Schedule."

CONTRACTOR shall assess the condition of the sewers defined by the CITY as the Difficult to Access Reaches (DARs) where accessibility is limited or restricted, such as EASEMENTS in private property, off street, hillside areas, etc. CONTRACTOR shall clean and remove debris from the pipe before the assessment. Any debris generated from the cleaning process will be collected in a screen at the downstream MH. CONTRACTOR shall use either truck mounted

camera or mobile "IGGY" type of camera unit to inspect the line. Compensation for the assessing of DARs will be based on the unit cost included in Exhibit A, "Project Cost Schedule."

For emergency situations, CONTRACTOR shall respond to a special request, which consists of a work order with special instructions, from the CITY within 24 hours for CCTV inspection, and/or cleaning; one week for sonar/laser profiling and/or cleaning. The CONTRACTOR shall have full-time personnel experienced in CCTV/Video review, and/or sonar/laser profiling readily available to respond within the time limits noted above of an emergency notification.

CONTRACTOR must be prepared to perform sewer condition assessment and cleaning services immediately upon execution of the AGREEMENT by the CITY. CONTRACTOR is required to assume liability for all associated performance damages as specified.

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

### 5.3 NO GUARANTEE OF MINIMUM AMOUNT OF WORK

The services for the CONTRACT shall be requested as needed. The CITY is not obligated to any minimum or maximum quantities under the CONTRACT. Nothing in this document or elsewhere in the CONTRACT documents shall be construed as obligating the CITY to do so.

### 5.4 RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

CITY will designate a Project Engineer, or Project Manager, representing 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/PROJECT ENGINEER. The CITY PROJECT MANAGER may designate an assistant to act in his stead. The CITY PROJECT MANAGER may be changed at the direction of the Director of LASAN at any time.

The CITY will provide maps of the CITY's sewer systems which indicate the sewer structures, mainly the MHs, and the pipelines identified by the CITY's Sewer Information Maintenance and Management System (SIMMS) numbers. The CITY will also provide work orders to the CONTRACTOR. A majority of the work will be "shed type," which is scheduled based on the drainage basins. CONTRACTOR shall perform CCTV inspection of the entire drainage basin, including sewers located within CITY EASEMENTS on private property.

## 5.5

### SEWER CONDITION ASSESSMENT

#### 5.5.1 CCTV Inspection and Sonar/Laser Profiling

CONTRACTOR shall make a video recording of the CCTV inspection and supply one copy to the PROJECT ENGINEER. All data and video recording(s) will become the sole property of the CITY without restrictions of future use, duplication, modification, and dissemination. 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 use in rendering project services shall remain the sole property of the CITY. CONTRACTOR may not sell or reuse data without permission of the CITY.

CONTRACTOR shall create pipeline reports, containing the measurement of faults and other features inside the pipeline when laser profiling is requested to survey the pipe with the CCTV camera. This includes measurements of pipe size, laterals, water levels and other features, as well as automatic analysis of pipe ovality and pipe available capacity up to 30 times per second.

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

#### 5.5.2 Equipment

CONTRACTOR shall provide equipment capable of utilizing the Electronic Data System (EDS) computer entry system. The camera used for the CCTV inspection shall be operative in one hundred percent (100%) humidity and specifically designed for in-sewer inspection of sewer lines/storm drain lines ranging from 6-inch to 150-inch in diameter. The camera shall produce a continuously monitored picture with the resolution capability to discern small hairline cracks and other minor/major defects in the sewer line/storm drain line. It should be equipped with a ring of low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the line being inspected. The camera shall be equipped with a panning and rotational camera head with remote adjustable optical focus and automatic light compensating iris. NTSC color standard shall be used. Focal distance shall be adjustable through a range from 6 inches to infinity. Continuously displayed on the monitors shall be: the date of the inspection, number designation of the upstream and downstream MHs corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the MH of reference. The camera, television monitor and other components of the video system shall be capable of producing a minimum 600-line

resolution. The TV transmission and tow cable assembly must have the capability to reach CCTV lengths of up to 2,000 feet. The remote footage counter shall be accurate to one percent (1%) over the length of the particular section being inspected.

An OSHA Nationally Recognized Testing Laboratory must approve all electrical equipment, including CCTV cameras, for use in a Hazardous location and wet environments. This equipment must be approved for use in Class I, Division I, Group D Hazardous Locations as defined by the National Fire Protection Association (NFPA) Code 820-1999.

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

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 or record a Laser profile, as well as use machine vision software to analyze CCTV images. It shall be capable for use in pipes 6" to 72" 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 8" to 18' in diameter. It can be used with CCTV or Laser to provide simultaneous image of the pipe both above and below the waterline. The head of the sonar, its transducer, looks sideways at right angles to the direction of the motion through the pipe resulting in a cross sectional view of the pipe in real time.

### 5.5.3 Installation

The CCTV 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 CCTV 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 to 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. If during the inspection operation the CCTV camera will not pass through the entire MH section, CONTRACTOR shall re-set the equipment in a manner so that the inspection can be performed from the opposite MH. If again, the camera fails to pass through the entire section,

CONTRACTOR shall notify the Clean Water Conveyance Division (CWCD) immediately.

If during the CCTV inspection, CONTRACTOR encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, blockage and/or eminent sewer spill), the CONTRACTOR shall notify WCD immediately. Furthermore, CONTRACTOR shall provide a video copy of the section of line containing the condition within 24 hours to WCD.

If during the CCTV inspection, the camera is jammed inside the sewer and cannot be retrieved, the CONTRACTOR shall not excavate the pipe to retrieve it. CONTRACTOR shall inform the WCD immediately for assistance, but it is the CONTRACTOR's responsibility to remove the camera and ensure that the sewer is not damaged.

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

Accuracy of the measurement shall be checked daily by use of a walking meter roll-a-tape or other suitable device. Footage measurements shall begin at the centerline of the upstream MH, unless specific permission is given to do otherwise by the PROJECT ENGINEER.

Continuously displayed on the monitors shall be the date of the inspection, 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.

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

#### 5.5.4 Documentation of Television/Profiling Results

An executive summary for 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 PROGRAM MANAGER within four (4) weeks from the completion of the inspection. The executive summary shall clearly show 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 of the sewer/storm drain conditions.

CONTRACTOR shall complete both a written and an electronic pre-formatted log sheet, using the television inspection defect code manual, during the television inspection activities, and provide them to the CITY within one (1) week of assignment. The CITY will provide the television inspection defect codes manual and computer entry pre-formatted log sheet to the CONTRACTOR.

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

CONTRACTOR shall record in color video of the data on the television monitor as a digital video with corresponding data transmitted on a hard drive as required by the PROJECT ENGINEER. Said copy shall be provided to WCSD within one (1) week after the job is assigned. If requested by the CITY, the CONTRACTOR shall have the ability to provide copies of said video or DVD recordings within 24 hours of the assignment. CONTRACTOR shall have all videos or DVDs and necessary playback equipment readily accessible for review by the PROJECT ENGINEER during the life of the CONTRACT. The videos shall give clear pictures of conditions of pipelines requiring cleaning and any other structural problems. Video(s) or DVD(s) deemed unacceptable by the CITY shall be reproduced at no cost to the CITY.

Video or DVDs shall include the following information:

- Visual
  - MH I.D. numbers
  - Pipe material
  - Date of TV inspection
  - Current distance along reach (video counter footage) and
- Audio
  - Date of TV inspection
  - Verbal confirmation of upstream and downstream MH numbers;
  - Verbal description of pipe size, type and pipe joint length;
  - Verbal description and location of each defect and;
  - Verbal description and location of each lateral connection.

#### 5.5.5 Acceptable CCTV Standard

The CCTV inspection and the condition assessment of the sewer or storm drain pipe should be conducted per the requirements stated in the 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.

Should at any time the CITY not be satisfied with the quality of the CCTV inspection conducted by the CONTRACTOR, the CITY may request the CONTRACTOR to re-televiser the pipe or resubmit the records at no extra cost to the CITY. The CONTRACTOR's substandard work may also result in the CITY terminating the CONTRACT.

#### 5.5.6 Submittal of Television and Sonar/Laser Profiling Results

Video or DVD, written reports, and sonar/laser profiling reports shall be submitted to:

Clean Water North Conveyance Division – LA Sanitation  
2714 Media Center Drive  
Los Angeles, CA 90065

Or at other location as requested by CWNCD and/or the CITY PROJECT MANAGER

## 5.6

### SEWER CLEANING

#### 5.6.1 Cleaning Methods

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. Stoppages shall be cleared or prevented and sewers cleaned by either hydraulic or mechanical methods.

- a) Hydraulic cleaning method – shall consist of cleaning the sewer with water under pressure that produces high water velocities. These velocities should be high enough to wash most grit, grease and debris found in sewers and leave the pipe clean. The desired hydraulic cleaner is a high velocity sewer cleaner. 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 material and debris downstream where it shall be removed at a MH.
- b) Mechanical Cleaning Method – shall consist of equipment that can 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. Sewers shall be flushed and all debris removed.
- c) As directed by the CITY, the CONTRACTOR shall clean large diameter sewer pipes from 36 inches to 72 inches in diameter. Sewer cleaning equipment shall be capable of accessing the sewer line

through MHs without modifications to the structure, remove debris deposited in the pipes including bends, and perform well in any type of sewer material including but not limited to brick, cement, plastic, reinforced concrete, clay tile or plastic lined pipes. Equipment must be capable of cleaning sewer lines of up to 2,000 feet in length, measured from MH to MH. CONTRACTOR shall provide wastewater pipeline cleaning in live flow condition on selected sewers. The CITY request shall consist of a minimum 1,000 linear feet of sewer to be cleaned by CONTRACTOR. Cleaning includes removal of all debris deposited in the pipeline to a level of 90% pipe opening of the cross sectional area located anywhere in the pipe alignment. Debris shall be hauled by the CONTRACTOR to a certified landfill for disposal. Post sonar inspection is included in the cleaning and debris disposal prices which are listed in Exhibit A. The CITY may request large diameter cleaning in CITY streets or highways, designated as major thoroughfares which carry a high traffic volume. In these instances, the CONTRACTOR shall submit a cost proposal prior to the commencement of the work to the CITY for approval. Under no circumstances will the CONTRACTOR perform any major traffic control without approval from the CITY in writing. Major traffic control shall be paid as a separate line item which is included in Exhibit A.

The sewer cleaning system shall be designed to handle the removal of grit, sand, rocks, rags, tiles, and other large objects in MHs for the suitable cleaning of large diameter sewer lines. This is a truck mounted system consisting of two diesel engines (truck engine and auxiliary engine) using pumping equipment which deploys sufficient power to perform the work. Use of a rock/tile/brick grinder attachment may be required where there is an excessive amount of these objects located in the pipe while the water flow is too high for confined space entries. The debris slurry that is jetted to the downstream MH is removed with the submersible pump and transferred into an enclosed de-watering container. The solids are separated from the sewer water in the container and the debris free water is returned to the sewer. Each truck is also equipped with a (intermittent) vacuum that provides suction to remove debris and objects greater than 5.5 inches in length. The vacuum also deposits the debris into the enclosed de-watering container which is used with submersible pumps. The cleaning system shall also include remote tracked vehicles that can deliver all tools up to 1,000 feet away from the main truck for access to EASEMENTS or other truck inaccessible areas.

**All materials shall be removed and no debris shall be allowed to be flushed downstream.**

#### 5.6.2 Material Removal

All dirt, sand, rocks, grease 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. CONTRACTOR shall maintain records of the quantities of material removed from each section inspected, and shall retain these records and have them readily accessible for review by the CITY during the life of the CONTRACT. 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.

#### 5.6.3 Material Disposal

All solids or semi-solids resulting from the cleaning operations shall be removed daily from the site and disposed of by CONTRACTOR. Unless arrangements are made by the CITY for the CONTRACTOR to dispose these materials to 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 totally enclosed containers and as approved by the PROJECT ENGINEER. 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. CONTRACTOR shall provide all labor, equipment, and material needed to thoroughly clean and maintain the required sewers.

#### 5.6.4 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 than as specified herein, CONTRACTOR shall submit to the CITY for review, complete descriptive literature naming the proposed substitution, manufacturer and method of application. It shall be at the discretion of the CITY to allow such new technology, procedures, methods or materials. If such substitute methodologies prove not to meet the cleaning standards set forth herein, the CITY reserves the right to reject equivalent methods which were previously approved.

#### 5.6.5 Acceptable Performance Standard

Sewer pipes sized from 6" to 33" that the CONTRACTOR is directed to clean, shall be restored to a minimum 95% of its original capacity as measured by pipe diameter and cross section. Inside the cleaned pipe, if any cross section has more than 5% of the area blocked, CONTRACTOR will be required to re-clean the pipe. Sewer pipes 36" or greater shall be

restored to a minimum 90% of its original capacity as measured by pipe diameter and cross section. Inside the cleaned pipe, if any cross section has more than 10% of the area blocked, CONTRACTOR will be required to re-clean the pipe. Re-CCTV or sonar/laser profiling may also be required at the CITY PROJECT MANAGER's discretion. The additional work necessary to demonstrate compliance shall be at no cost to the CITY.

The acceptable performance standard applies only to sewer stoppages caused by grease, 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 plugged 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 by the cleaning quality, or performance of the CONTRACTOR, the CITY can terminate cleaning activities or the entire CONTRACT at its sole discretion. CONTRACTOR shall only be paid for the actual work performed up to the termination of the CONTRACT.

#### 5.6.6 Documentation of Sewer Cleaning

Upon completing the sewer maintenance cleaning, CONTRACTOR shall prepare a report of the sewer cleaned. CONTRACTOR shall submit reports, both in hard copy and electronic copy, that provide, at a minimum, the following information:

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

In order to ensure the proper operation and maintenance of a sewer system, it is essential that accurate records of performance be maintained. It is imperative that CONTRACTOR accurately report all work accomplished, especially the condition of the pipeline after cleaning. All required records must be completed daily and a complete 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**

<b>Cause</b>	<b>Clear</b>	<b>Light</b>	<b>Moderate</b>	<b>Heavy</b>
Grease	No observable Grease	Milky white liquid, no observable chunks	<ul style="list-style-type: none"> <li>• Small chunks/no "logs"                             <ul style="list-style-type: none"> <li>• 1-2 passes required to clean</li> </ul> </li> <li>• Requires cleaning less than two times per year</li> </ul>	<ul style="list-style-type: none"> <li>• Large chunks/logs</li> <li>• Operator concern for downstream plugging</li> <li>• More than 30 minutes to clean</li> <li>• More than 4 passes required to clean</li> <li>• Requires cleaning 3-4 times per year</li> </ul>
Grit/Debris	No observable grit or debris	<ul style="list-style-type: none"> <li>• Less than 2 gallons removed</li> <li>• 1 pass is sufficient to clean</li> </ul>	<ul style="list-style-type: none"> <li>• Less than 5 gallons removed</li> <li>• 1-2 passes required to clean</li> <li>• Requires cleaning less than two times per year</li> </ul>	<ul style="list-style-type: none"> <li>• More than 5 gallons removed</li> <li>• Operator concern for downstream plugging</li> <li>• More than 30 minutes to clean</li> <li>• More than 4 passes required to clean</li> <li>• Requires cleaning 3-4 times per year</li> </ul>
Roots	No observable roots	<ul style="list-style-type: none"> <li>• Only thin /stringy roots captured in nozzle</li> <li>• 1 pass is sufficient to clean</li> </ul>	<ul style="list-style-type: none"> <li>• Thin /stringy roots are captured in trap. No large clumps</li> <li>• 1-2 passes required to clean</li> <li>• Requires cleaning less than two times per year</li> </ul>	<ul style="list-style-type: none"> <li>• Thick roots present</li> <li>• Large clumps</li> <li>• Operator concern for downstream plugging</li> <li>• More than 30 minutes to clean</li> <li>• More than 4 passes required to clean</li> <li>• Requires cleaning 3-4 times per year</li> </ul>

**5.6.7 Performance Guarantees**

CONTRACTOR must be prepared to perform sewer condition assessment and cleaning services immediately upon execution of the AGREEMENT by the CITY. CONTRACTOR is required to make the following performance guarantees to the CITY and assume liability for all associated performance damages as specified:

The selected PROPOSER warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced

among those firms within selected PROPOSER'S profession, doing the same or similar work under the same or similar circumstances. The selected PROPOSER shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT. The selected PROPOSER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the selected PROPOSER under this AGREEMENT. The selected PROPOSER shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, report, calculations and other services.

As security for performance under the terms of the documents of the CONTRACT, 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.

#### 5.7 ULTRA VIOLET (UV)-CURED SECTIONAL LINERS

As directed by the CITY, the CONTRACTOR shall install SECTIONAL LINERS where indicated in the sewer system. The design of SECTIONAL LINERS shall conform to all applicable American Society of Testing Materials (ASTM) standards and shall be paid per Exhibit A included herein. All traffic control associated with preparatory work and installation of the SECTIONAL LINER shall be included in the costs shown as line items which are listed in Exhibit A.

The SECTIONAL LINER or CURED IN PLACE SECTIONAL LINER (CIPSL) is a repair to an existing pipeline using trenchless means by the installation of a resin-impregnated ELECTRICAL/CHEMICAL RESISTANT (ECR) fiberglass laminate, tightly fitted and cured by ultra-violet light and adhesively bonded to the host pipeline. The tube or laminate shall completely wrap around the host pipeline inner circumference. The resin shall be an approved resin by the CITY. The adhesive agent shall be an epoxy or epoxy paste applied to the outside of the sectional liner laminate. The material shall be factory-impregnated with resin (wet-out) by the material manufacturer and the wet-out material shall be packed suitable to transport to the field for installation. The resin shall be capable of resisting wash off during transport/installation and shall be capable of being installed during wet and/or live low flow conditions.

#### 5.8 ULTRA VIOLET (UV)-CURED TOP HATS

As directed by the CITY, the CONTRACTOR shall install ultra violet cured TOP HATS where indicated in the sewer system. The design of TOP HATS shall conform to applicable American Society of testing Material (ASTM) standards and shall be paid per Exhibit A included herein. All traffic control associated with preparatory work and installation of the top hat shall be included in the costs shown as line items which are listed in Exhibit A.

The LATERAL SEAL or TOP HAT shall provide a seal between an existing pipeline and an existing lateral connection using trenchless means by the installation of a resin-impregnated ECR fiberglass laminate, tightly fitted to form inside the lateral and the inner wall of the existing pipeline and cured by ultra-violet light and adhesively bonded to the host pipeline. The laminate shall provide a minimum, 3-inch coverage in the main pipeline around the lateral opening, and up the lateral a minimum of 6 inches for a short hat and up to 14 inches for a long hat. The applicable lateral diameter range for this repair shall be 4 inches to 8 inches. The applicable main line diameter range for short hats is 6 inches to 21 inches and the applicable main line diameter range for a long hat is 8 inches to 21 inches. The resin shall be an approved resin by the CITY. The adhesive agent shall be an epoxy or epoxy paste applied to the outside of the top hat. The material shall be factory-impregnated with resin (wet-out) by the material manufacturer and the wet-out material shall be packed suitable to transport to the field for installation. The resin shall be capable of resisting wash off during transport/installation and shall be capable of being installed during wet and/or live low flow conditions.

#### 5.9

#### LATERAL CLEANING

As directed by the CITY, the CONTRACTOR shall clean lateral connections where indicated in the sewer system. Lateral connection cleaning shall be paid per Exhibit A included herein. All traffic control associated with preparatory work and performance of the lateral cleaning shall be included in the costs shown as line items which are listed in Exhibit A.

Lateral cleaning shall be provided without excavation to an 85% to 90% pipe opening, depending on the lateral configuration, as measured by cross sectional area. Cleaning shall include removal of major roots or non-fixed debris. Any root or debris blockage that cannot be removed by lateral cleaning shall be reported as requiring excavation. Mechanically removing hard or fixed deposits is not included as part of the work described herein. All lateral cleaning work shall be documented by CCTV. The cost of CCTV work is included in the costs contained in the line items shown in Exhibit A.

#### 5.10

#### SPILL PROVISIONS

CONTRACTOR shall observe and comply with the CITY's Policy of "Zero Spills" adopted by the BOARD on June 28, 1998. If an emergency should arise during cleaning activities, CONTRACTOR shall contact the CITY immediately as directed in the Article 5.18. Liability for sewage spill due to CCTV or cleaning work which resulted in damage to private facilities or properties by this action shall be CONTRACTOR's responsibility.

CONTRACTOR shall develop and submit to the PROJECT ENGINEER, for review and approval, a written Spill Response Plan, prior to doing any work specified in the CONTRACT. The Spill Response Plan shall be developed to

respond to any sewage spill related to the work being performed by the CONTRACT. This includes, but not limited to: 1) arranging for an emergency response unit, comprising emergency response equipment and trained personnel to be immediately dispatched to the job site in the event of any 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. CONTRACTOR shall designate a primary and secondary representative and include their respective phone numbers, pager numbers, and cellular phone numbers. CONTRACTOR's representatives shall be accessible and available at all times to respond immediately to any related emergency.

CONTRACTOR, in case of sewage spill, shall act immediately without instructions from the CITY or PROJECT ENGINEER, to control the spill and take all appropriate steps to contain it in accordance with their Spill Response Plan. The CONTRACTOR shall immediately notify the CITY representatives of the spill and all actions taken. CONTRACTOR shall, within three (3) working days from the occurrence of the spill, submit to the CITY and/or PROJECT ENGINEER a written confirmation describing the following information related to the spill: The location on Thomas guide 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 PROJECT ENGINEER as a claim. CONTRACTOR shall assure the validity, accuracy, and correctness of the claim under penalty of perjury. The CITY and/or PROJECT ENGINEER 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.

#### 5.11 SERVICE AREA/ CLEAN-UP

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. CONTRACTOR must be aware that excessive discharge pressure, and/or excessive quantities of water may enter houses, or travel up forward clean-outs onto lawns. CONTRACTOR shall respect the rights of the property owner, and not enter upon private property without first obtaining permission from the owner of the property. Some lines are located in EASEMENTS that are difficult to access. All sections must be completed.

#### 5.12 SCHEDULING

For CCTV inspections and/or cleaning requests that are not emergencies (regular work), CONTRACTOR shall, at least one week prior to its planned cleaning date, a cleaning/inspection schedule. No sewer cleaning shall be performed unless the

CITY has received this schedule and has given its authorization to proceed. 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. 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 observed by the CITY, 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. If the CITY deems that the work performed is defective in workmanship, the CITY shall have the right to halt or terminate the work of CONTRACTOR at any time. In the event that the work schedule proposed by CONTRACTOR places the CITY at an inconvenience with respect to the inspection of the work, the CITY may require 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 CONTRACTOR's schedule as needed to accommodate emergency work or other activity that may need to be performed in sewers scheduled to be cleaned.

#### 5.13 PROPERTY DAMAGE CAUSED BY THE CONTRACTOR

Should any damages be caused to public or private property by CONTRACTOR or its employees or agents, CONTRACTOR will be required to make repairs immediately and return the damaged property 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 CONTRACTOR under this or any other contract with the CITY. All repair and/or replacement must be performed to the satisfaction of the CITY.

#### 5.14 PROTECTION OF WATER RECLAMATION PLANT AND RECEIVING WATERS

CONTRACTOR shall take all steps necessary and appropriate to prevent adverse effects on the water reclamation plant processes.

CONTRACTOR attests, through submittal of a bid or proposal, or through agreeing to the CONTRACT, that CONTRACTOR is an expert in this type of work, and recognizes and understands the risks posed by this type of work on water reclamation plant processes. 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 that water reclamation plant's manager or superintendent (Water Reclamation Plant Manager/Superintendent).

CONTRACTOR shall notify the Water Reclamation Plant Manager/Superintendent of any water reclamation plant that may be affected by CONTRACTOR's performance of the CONTRACT, of the date and time of all intended work, and 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 to the conveyance system.

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 stop work, including the names and phone numbers of the CITY, CONTRACTOR, and the hotel or other local phone numbers of CONTRACTOR's on-site supervisor. CONTRACTOR shall maintain daily communications with the Water Reclamation Plant Manager/Superintendent to assure 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, whether as a result of the cleaning, maintenance or other causes, CONTRACTOR shall immediately suspend all applications and notify the CITY. CONTRACTOR shall continue operations only after problems at the water reclamation plant have been corrected, and CONTRACTOR has taken appropriate steps, satisfactory to the CITY and the Water Reclamation Plant Manager/Superintendent, to prevent recurrence of any problems at the water reclamation plant that may have resulted from the cleaning, maintenance and any other related applications.

CONTRACTOR shall be 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. 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 caused, directly or indirectly, by the applications of any chemicals by CONTRACTOR for cleaning and maintenance.

5.15

#### SEWER PREPARATION

No special requirements/preparations are needed to prepare the sewers for cleaning. Should CONTRACTOR deem that a special arrangement is needed in order to proceed through the cleaning of the sewer, it shall first be brought to the attention of the PROJECT ENGINEER for review to determine if the special arrangement is needed. CONTRACTOR shall provide advance written notification to property owners prior to cleaning in an EASEMENT.

5.16

#### BLOCKAGES AND SURCHARGES

If a sewer section is surcharged due to a blockage, CONTRACTOR shall notify the CITY immediately. The CITY will either take the responsibility of clearing the blockage or require CONTRACTOR to clean the sewer until the surcharge condition is relieved. The CCTV inspection of this reach may need to be re-scheduled. Sewer maintenance may only be performed on sewers with a flow level of 75% or less of the pipe diameter. If the surcharge due to a blockage was caused by CONTRACTOR, CONTRACTOR at his own expense shall repair it.

5.17

#### INACCESSIBLE MAINTENANCE HOLES

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

5.18

#### EMERGENCY NOTIFICATION

CONTRACTOR shall immediately notify the CITY whenever a surcharged sewer or a partial or total pipe blockage is discovered. CONTRACTOR shall contact the CITY at (323) 342-6002 during normal work 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. CONTRACTOR shall indicate the location, nature of the problem, and when the problem was first detected. CONTRACTOR may continue working, but shall stay onsite or nearby until CITY forces arrive, unless otherwise instructed by CITY representatives.

5.19

#### SAFETY

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

If confined space entry into a live sewer is necessary, the CITY requires continuous ventilation and monitoring of the MH atmosphere for hydrogen sulfide, combustibles, and oxygen concentration during MH entry. CONTRACTOR is required to operate and maintain his or her safety equipment and is responsible for all safety training for his or her crew. CONTRACTOR shall never leave an open MH unattended.

All equipment must be removed from the sewer at the end of each work session. CONTRACTOR shall perform all work in the safest possible manner. The CITY may make unannounced inspections to ensure compliance with safety requirements. If CONTRACTOR is deemed to be working in an unsafe manner by the CITY, the CONTRACT may be terminated.

5.20

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 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 that are in heavy traffic areas and will require the use of arrow board and an extensive traffic control setup. When major traffic control setup is required by the Cal Trans Encroachment Permit, beyond the regular control by setting up cones, CITY may consider compensating the CONTRACTOR for the extra costs.

5.21

MINIMUM FINANCIAL STANDARDS

Each PROPOSER must demonstrate their ability to meet the minimum financial standards described below, as of the date of the issuance of this RFP:

- i. The PROPOSER must not have had any adverse judgments or bankruptcies within the last five (5) years.
- ii. The PROPOSER must not have had any adverse material changes in its financial position since the end of its most recent fiscal year.
- iii. The PROPOSER may not be in default on any material contract obligations during the previous two (2) years.
- iv. The PROPOSER must be capable of furnishing a performance bond, or substitute acceptable to the CITY, in the amount of the CONTRACT awarded upon execution of a CONTRACT with the CITY. In the event of multiple Contracts, the CITY will require a performance bond for that portion of the CONTRACT awarded
- v. The PROPOSER must either have a debt-to equity ratio of no greater than four to one or a net worth of \$25 million.

## **ARTICLE 6 - BUSINESS ARRANGEMENTS**

The CITY may execute an AGREEMENT with the selected PROPOSER for the provision of services specified in this RFP. The AGREEMENT will incorporate all elements of the PROPOSER'S business and technical proposals. Set forth in this Article are the major terms of the business arrangement that the CITY seeks with the selected PROPOSER, as further defined by the proposal items contained in the PROPOSER'S proposal.

### **6.1 Term of Proposed AGREEMENT**

The proposed AGREEMENT term will be for five (5) years with option to extend for two (2) additional years on a month-to-month basis. The AGREEMENT is subject to final approval of the BOARD, Mayor, and City Council.

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

- A. The CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;
- B. The 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 the CONTRACT as to form; and
- D. The CONTRACT has been signed on behalf of CITY by the person designated by the City Council, or by the board, officer or employee authorized to enter into the CONTRACT.

### **6.2 Performance Guarantees**

The selected PROPOSER warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within selected PROPOSER'S profession, doing the same or similar work under the same or similar circumstances. The selected PROPOSER shall perform such professional services as may be necessary to accomplish the work required to be performed under the AGREEMENT in accordance with the AGREEMENT. The selected PROPOSER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the selected PROPOSER under the AGREEMENT. The selected PROPOSER shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its design, drawings, specifications, report, calculations and other services.

6.3

Performance Bond

As security for performance under the terms of this RFP and subsequent agreements, the selected PROPOSER will be required to furnish, upon execution of a CONTRACT with the CITY, a performance bond or equivalent security in a format acceptable to the CITY. The term of the performance bond or approved equivalent shall be renewed annually for the life of the CONTRACT.

Prior to the award of any contract, selected PROPOSER(S) does not have to post the performance bond; however, selected PROPOSER(S) must show the capability to do so with a letter from a bonding company.

6.4

Liability of Selected PROPOSER

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

6.5

Key Personnel

The PROPOSER shall designate, as part of its submittal, the CONTRACTOR PROGRAM MANAGER to be assigned to the CITY'S program. Additional personnel shall be assigned, subject to the CITY'S approval, on an as-needed basis. The personnel assigned to these positions at the commencement of services under the proposed AGREEMENT shall serve in these positions as long as required. The PROPOSER shall not change personnel assigned to these positions without the prior consent and approval of the CITY, whose consent shall not be withheld unreasonably.

6.6

CONTRACTOR Personnel

Unless otherwise provided or approved by the CITY, the selected PROPOSER shall use its own employees to perform the services described in the proposed AGREEMENT. The CITY shall have the right to review and approve any personnel who are assigned to work under the AGREEMENT. The selected PROPOSER agrees to remove personnel from performing work under the AGREEMENT if requested to do so by the CITY within thirty (30) business days of the written request by the CITY.

The selected PROPOSER shall not use SUBCONTRACTORS to assist in performance of the AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the selected PROPOSER shall remain responsible for performing all aspects of the AGREEMENT. The CITY has the right to approve the selected PROPOSER'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay selected PROPOSER'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS. The use of SUBCONTRACTORS shall be subject to approval of the CITY, pursuant to the provisions of Section 6.7.

6.7 Subcontractors

All subcontracts shall require submission to the Department of Public Works, Bureau of Contract Administration for approval. A copy of all subcontracts shall be submitted to the Bureau of Contract Administration showing the SUBCONTRACTOR'S name and dollar amount of each subcontract. Wholly owned subsidiaries of the selected PROPOSER shall not be considered SUBCONTRACTORS. The selected PROPOSER shall not change any of these designated SUBCONTRACTORS, or reduce their level of effort, without prior written approval of the BOARD, provided that such approval will not be unreasonably withheld.

6.8 Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of the CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in the CONTRACT. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for the CONTRACT.

6.9 Cost Ceiling

The cost ceiling for this proposal shall not exceed \$22,000,000 for the duration of the CONTRACT. In the event of multiple CONTRACTS, the sum of the CONTRACT ceilings shall not exceed \$22,000,000. The CITY reserves the right to revise the cost ceiling during the negotiations phase. The CITY shall not be obligated to reimburse the selected PROPOSER for costs incurred in excess of the cost ceiling. The selected PROPOSER 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 cost ceiling unless and until the CITY shall have notified the selected PROPOSER in writing that such cost ceiling has been increased and shall have specified in such notice an estimated cost ceiling which shall thereupon constitute the cost performance of the proposed AGREEMENT. In the absence of the specified notice, the CITY shall not be obligated to reimburse the selected PROPOSER for any costs in excess of the cost ceiling set forth, whether those costs were incurred during the course of the proposed AGREEMENT or as a result of termination. When and to the extent that the cost ceiling has been increased, any costs incurred by the selected PROPOSER 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.

#### 6.10 Compensation

The selected PROPOSER shall be compensated for all services provided as described herein in accordance with the applicable rates specified in the proposed AGREEMENT.

#### 6.11 Costs Incurred prior to Full Execution of the Proposed AGREEMENT

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

#### 6.12 Invoice Procedures

The selected PROPOSER shall prepare an invoice on a weekly basis for work that has been completed to the CITY'S satisfaction. The selected PROPOSER is responsible for the preparation 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 monetary amount of such invoices as being allowed. Invoices and associated documentation shall be prepared at the sole expense and responsibility of the selected PROPOSER. The CITY will not compensate the selected PROPOSER for any costs incurred for invoice preparation.

##### 6.12.1 Invoice Submittal

The CONTRACTOR shall submit all invoices to:

Clean Water North Conveyance Division  
Attn: Nelema Bhowmick, City Project Manager  
2714 Media Center Drive  
Los Angeles, CA 90065

#### 6.12.2 Invoice Submittal Deadline

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

#### 6.12.3 Invoice Approval and Processing

Payments shall be made upon the submission of a complete and accurate invoice and supporting documentation. The CITY shall review the CONTRACTOR'S invoice in accordance with the CITY'S review procedures. Once approved by the CITY PROJECT MANAGER, the CITY will make a good faith effort to process payments in a timely manner. To expedite the approval process, CONTRACTORS are encouraged to submit draft invoices for review, prior to submitting a final invoice.

#### 6.12.4 Discount

The CITY will consider a shorter payment schedule should the selected PROPOSER offer a discount for more immediate payment. However, such discount shall not be considered in the preparation or evaluation of the rate schedules included in the proposal.

#### 6.12.5 Best Terms

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

#### 6.12.6 Late Charges

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 PROPOSER from any subcontractor or supplier for any time provided under the CONTRACT.

#### 6.12.7 Disputed Amounts

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 payment of the disputed amount in accordance with existing CITY practices.

#### 6.12.8 False Claims Act

Selected PROPOSER acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the 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.

#### 6.13 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of the 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 years from the later of the following: (1) final payment made by the CITY, (2) the expiration of the CONTRACT or (3) termination of the CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or the CITY'S representatives at any time. CONTRACTOR shall provide any reports requested by the CITY regarding performance of the CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

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

#### 6.14 Amendment

All amendments to the CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 6.1.

#### 6.15 Suspension

At the CITY'S sole discretion, the CITY may suspend any or all services provided under the 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 the CITY until the CITY gives written notice to recommence the services.

#### 6.16 Termination

##### A. Termination for Convenience

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

**B. Termination for Breach of Contract**

1. Except as provided in Article 6.21, if the CONTRACTOR fails to perform any of the provisions of the CONTRACT or so fails to make progress as to endanger timely performance of the CONTRACT, the CITY may give the CONTRACTOR written notice of the default. The 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 the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate the CONTRACT due to the CONTRACTOR'S breach of the CONTRACT.
2. If the default under the CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under the CONTRACT, the CONTRACTOR shall immediately: (1) suspend performance of any services under the CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.
3. If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate the CONTRACT.

4. If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of the CONTRACT or violates the CITY'S laws, regulations or policies relating to lobbying, then the CITY may immediately terminate the CONTRACT.
5. Acts of Moral Turpitude
  - a. 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").
  - b. 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 the CONTRACT.
  - c. If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate the CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of the CONTRACT.
  - d. 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.
  - e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to the 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.
6. In the event the CITY terminates the 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.

7. If, after notice of termination of the 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 the CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 6.16(A) Termination for Convenience.
  8. 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 the CONTRACT.
- C. In the event that the 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 the CONTRACT within five working days of the termination.

6.17 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, 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 the CONTRACT. This provision will survive expiration or termination of the CONTRACT.

6.18 Claims for Labor and Materials

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of the 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 the CONTRACT.

6.19 Independent Contractor

The PROPOSER is acting as an independent contractor and not as an agent or employee of the CITY. The PROPOSER 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.

6.20

#### Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under the 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 the 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 the 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 the 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 the 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 the CONTRACT shall include this provision to contractually bind its SUBCONTRACTORS performing work under the CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein.

6.21

#### 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 the AGREEMENT which consent shall not be unreasonably withheld.

6.22 Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with the 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 the 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.

6.23 Severability

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

6.24 Disputes

Should a dispute or controversy arise concerning provisions of the proposed AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction. The party against whom a decision is rendered shall be required to pay, in addition to any judgment, all legal costs and attorney's fees incurred by both parties pursuant to the resolution to the matter.

6.25 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. The 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 the CONTRACT with no additional compensation paid to the CONTRACTOR.

In any action arising out of the 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 the 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 the CONTRACT shall not be affected.

#### 6.26

#### 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.

#### 6.27

#### Rights Reserved by the CITY

The CITY reserves the right, at its discretion, to pursue any or all of the following actions in regard to this RFP:

1. Select and enter into an agreement with the PROPOSER who, in the CITY's sole judgment, is responsive to the RFP and whose proposal will satisfy the interests of the CITY, and not necessarily on the basis of price alone or any other single factor.
2. Award a contract to more than one PROPOSER.
3. Request additional information and/or clarification from the PROPOSERS.
4. Reject any or all proposals, permit the timely correction of errors, or waive minor deviations.
5. Supplement, amend, or otherwise modify this RFP, and to withdraw this RFP, with or without the substitution of another RFP.
6. Extend the time for submittal of this RFP.
7. Short-list any or all proposals and schedule oral presentations by the PROPOSERS.
8. Modify the length of the CONTRACT term and associated renewal options.

9. Conduct all investigations and background checks as deemed necessary.
10. Negotiate best and final offers with PROPOSERS.
11. Take whatever other action it deems in its best interest.

The CITY may still consider proposals that contain provisions that deviate slightly from the requirements in this RFP, in the event the deviation(s) are not considered material. However, in the event that PROPOSER is awarded the CONTRACT, the PROPOSER shall be in full compliance with the objectives described herein. This RFP does not obligate the CITY or any of its member agencies to accept any proposal, negotiate with any PROPOSER, award a contract, or proceed with the development of any project proposed in response to this RFP.

6.28 Acceptance of Terms and Conditions

Submission of a proposal shall constitute acknowledgement of acceptance of all terms and conditions hereinafter set forth in this RFP unless otherwise expressly stated here in. All proposals must be submitted in writing and must include all required documents including forms, attachments, and other specifications.

**ARTICLE 7 - STANDARD PROVISIONS FOR CITY CONTRACTS (LEGAL REQUIREMENTS)**

All PROPOSERS are required to adhere to the CITY'S Standard Provisions for City Contracts (Rev. 9/22) [v.1] (Attachment I). Each proposal shall submit the relevant completed forms, also included in Attachments.

7.1 Insurance Requirements

The selected PROPOSER will be required to maintain for the duration of the CONTRACT and provide certification of insurance coverage(s) in the following types and amounts as specified by the CITY'S Risk Manager and the BOARD:

(a) General Liability	\$2,000,000
(b) Workers' Compensation	
Employer's Liability Insurance	\$1,000,000
(c) Automobile Liability	\$1,000,000

All PROPOSERS, as part of their proposal, are required to provide a notarized declaration from their insurance carrier(s) that their firm is able to obtain insurance coverage in the limits stated above. Information on how to submit proof of insurance to the CITY, along with conditions for acceptance of self-insurance is included in Attachment C. The CITY'S Risk Management, CAO Office, will determine actual insurance coverage at the time a specific proposal is accepted.

7.2 Current Los Angeles City Business Tax Registration Certificate Required

For the duration of the 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 (see Attachment B).

7.3 Non-Collusion

Each proposal shall contain the following statement signed by a legally authorized officer of the PROPOSER. "This proposal is genuine and not sham or collusive or intended to be withdrawn once submitted for evaluation in the RFP selection process or during consideration for contract award, nor made in the interest or in behalf of any person herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal; and the Proposer has not in any manner sought by collusion to secure himself an advantage over any other Proposer." (see Attachment G).

7.4 Los Angeles Residence Information

It is the policy of the CITY to require all PROPOSERS or individuals seeking Contracts with the CITY to report the headquarters address of the company and declare the percentage of the work force residing in the CITY. Proposals shall include the following information:

- Organization headquarters address
- Addresses of all branch offices located within the CITY
- Number of employees in the total workforce
- Percentage of total workforce residing in the CITY
- Percentage of total workforce employed in the CITY
- Number of employees in each Los Angeles branch offices
- Percentage of work force in each Los Angeles branch office residing in the CITY

See Attachment F for sample form.

7.5 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 Contracts held by the bidder or any affiliated entity during the preceding ten (10) years. PROPOSERS shall complete and return the Contract History form included in Attachment J.

7.6 Nondiscrimination/Equal Employment Opportunity/Affirmative Action  
(Non-Construction and Construction)

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of the Los Angeles Administrative Code Section 10.8.3, Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the CONTRACTOR shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the CONTRACT.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of the Los Angeles Administration Code Section 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the CONTRACTOR shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the CONTRACT.

Furthermore, CONTRACTORS shall include similar provisions in all subcontracts awarded for work to be performed under the CONTRACT with the CITY and shall impose the same obligations. The CONTRACT with the SUBCONTRACTOR that contends similar language shall be made available to the Office of Contract Compliance upon request.

PROPOSERS seeking additional information regarding the requirements of the CITY'S Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

#### 7.7 Business Inclusion Program (BIP) Outreach Requirements

This RFP is subject to the City of Los Angeles' BIP Outreach Requirements included in Attachment D of this RFP. Performance of a BIP Outreach to Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), Lesbian, Gay, Bisexual, Transgender Business Enterprise (LGBTBE) and Other Business Enterprise (OBE) subcontractors must be completed utilizing RAMP, [www.ramp.la.org](http://www.ramp.la.org). Currently, the Lesbian, Gay, Bi-sexual, Transgender Business Enterprise is not required as part of the BIP, but is tracked for statistical purposes.

For the purpose of this RFP, the CITY has set overall anticipated participation levels of five percent (5%) MBE, two percent (2%) WBE, two percent (2%) SBE, two percent (2%) EBE, two percent (2%) DVBE, and two percent (2%) LGBTBE. LGBTBE is for statistical tracking purposes. All PROPOSERS must perform a BIP Outreach as described in Attachment D to reach out to available MBE, WBE, SBE, EBE, DVBE, and OBE SUBCONTRACTORS. PROPOSERS will not be able to utilize RAMP's BIP Outreach notification function less than fifteen (15) CALENDAR DAYS prior to the RFP response submittal deadline. **Failure to comply with the CITY'S BIP Outreach requirements by the deadline will render the proposal non-responsive.**

The following NAICS Codes have been identified as work areas for which subcontracting outreach must be performed:

- Debris Hauling (NAICS Code 484220)
- Sewer Cleaning (NAICS Code 237110)
- Traffic Control (NAICS Code 561990)

PROPOSERS must complete their RAMP BIP Summary Sheet including the names of all the responding SUBCONTRACTORS, vendors, or equipment rental businesses that were selected or not selected to perform work, including but not limited to the area shown in the Scope of Work section of this RFP. This list must also include an explanation of the evaluation that led to any subcontract that was rejected, and the explanation for rejection must have been communicated to the SUBCONTRACTOR/vendor using RAMP.

Respondents to this RFP will have until 4:30 pm of the following CITY working day after the RFP response submittal date to complete the RAMP-generated BIP Summary Sheet with the entries of the bids and quotes from all selected and non-selected subcontractors/vendors. **Failure to comply with the CITY'S BIP Outreach requirements by the deadline will render the proposal non-responsive.**

PROPOSERS are also required to complete the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A) and submit it with the RFP. The PROPOSER must include on the Schedule A the names, addresses, telephone numbers, contact persons and dollar value of the subcontract of all of the selected firms, and a complete description of the supplies and/or the work to be provided by each firm.

PROPOSERS must have a bid/quote from each SUBCONTRACTOR listed on their Schedule A prior to submission of the Schedule A. PROPOSERS are encouraged to submit all of their bids/quotes from all responding SUBCONTRACTORS at the time they modify their RAMP BIP Summary Sheet by uploading them to the "BIP Supporting Documents" section. Copies of the subcontracts from ALL responding MBE/WBE/SBE/EBE/DVBE/OBE firms must be submitted prior to the award of the CONTRACT.

During the term of the CONTRACT, the PROPOSER must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) with each invoice.

Upon completion of the project, a summary of SUBCONTRACTOR utilization shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified as correct by the CONTRACTOR or its authorized representative. The completed form shall be furnished to LASAN within 15 working days after completion of the CONTRACT.

PROPOSERS who have questions or who require assistance with the BIP requirements should contact John Pattison in LASAN's Centralized Contracts Unit at [john.pattison@lacity.org](mailto:john.pattison@lacity.org).

Please refer to Attachment D for the BIP Outreach Requirements.

#### 7.8 Worker Retention Ordinance/Living Wage Ordinance

Unless approved for an exemption, Contractors under contracts primarily for the furnishing of services to or for the CITY and that involve an expenditure in excess of \$25,000 and a term of at least three (3) months, lessees and licensees of CITY property, and certain recipients of CITY financial assistance, shall comply with the provisions of Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

PROPOSERS who believe that they meet the qualifications for one (1) of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration website at <https://bca.lacity.org>.

#### 7.9 Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), PROPOSERS are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on RAMP at [www.rampla.org](http://www.rampla.org). PROPOSERS are responsible for creating a RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All PROPOSERS shall complete and submit the Equal Benefits Ordinance Compliance Affidavit available on RAMP residing at [www.rampla.org](http://www.rampla.org), prior to award of a CITY contract that exceeds \$25,000. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY'S RAMP. PROPOSERS do not need to submit supporting documentation with their proposals. However, the CITY may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

PROPOSERS seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

#### First Source Hiring Ordinance (FSHO)

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the CITY, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of CITY Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All PROPOSERS shall complete and electronically sign the FSHO Compliance Affidavit available on RAMP residing at [www.rampla.org](http://www.rampla.org) prior to award of a CITY contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded onto the CITY'S RAMP.

PROPOSERS seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

#### 7.10 Contractor Responsibility Ordinance

PROPOSERS are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance (CRO). PROPOSERS shall refer to Attachment A, "Contractor Responsibility Ordinance," for further information regarding the requirements of the Ordinance.

All PROPOSERS shall complete and return, with their proposal, the Responsibility Questionnaire included in the Attachment. Failure to return the completed Questionnaire may result in a PROPOSER being deemed non-responsive.

#### 7.11 Disclosure Ordinances Affidavit

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

You must register on [rampla.org](http://rampla.org) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for CONTRACT award. Proposers/Bidders seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

#### 7.12

#### Municipal Lobbying Ordinance

Any Proposer for a contract, as those terms are defined under the Contractor Responsibility Program provided for in Los Angeles Administrative Code Section 10.40.1, shall submit with its bid a certification, in a form prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if the bidder 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. The Municipal Lobbying Ordinance and Bidder Certification CEC Form 50 can be found in Attachment H.

## 7.13

## 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 the CONTRACT. Failure of the CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject the CONTRACT to termination for breach. Any subcontract entered into by the CONTRACTOR for work to be performed under the CONTRACT must include an identical provision.

## 7.14

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

## 7.15

## Conflict Of Interest

Names of entities associated with the PROPOSER who may have a conflict of interest with any activity of this project should be included in the proposal. Provide details and reasons. PROPOSERS are subject to disqualification on the basis of conflict of interest as determined by the CITY.

#### 7.16 Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if the CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and 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 the 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 the 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 the 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 [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

The Bidder Certification CEC Form 55 can be found in Attachment K.

#### 7.17 Contractor Performance Evaluation Ordinance

At the end of the 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.

#### 7.18 Local Business Preference (LBP) Program

PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). Los Angeles Administrative Code Division 10, Chapter 1, Article 4, Section 10.25 adopted the Local Business Preference (LBP) Program which was designed to increase local employment and expenditures in the local private sector. All PROPOSERS are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant an additional eight (8) percent of the total possible evaluation points added to their evaluation score to PROPOSERS who are certified as LBE firms. If the LBE is also a Local Small Business (LSB) and/or Local Transitional Employer (LTE), they may be granted an additional two (2) percent of the total possible evaluation points added to their evaluation score for each of those certifications, up to a total of twelve percent. Additionally, all non-LBE Proposers may be granted an additional percent, up to a total of five (5) percent, of the total possible evaluations points added to their evaluation score for each of those certifications, for every ten (10) percent of their proposal that is to be performed by a LBE, LSB, and/or LTE subcontractor.

Preference shall only be awarded to a certified LBE Proposer when the services provided under the CONTRACT are directly provided by its employees whose primary work location is in Los Angeles County. Preferences shall only be awarded for equipment, goods, or materials when the certified LBE Proposer acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods, or materials (not less than two thirds of the time), at a business location in the Los Angeles County.

Please refer to Attachment L for additional information regarding the LBP Program.

#### 7.19 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles 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 (Attachment M).

#### 7.20 Contractor's Use of Criminal History for Consideration of Employment Application

Any contract awarded pursuant to this RFP will be subject to the City Contractors' Use of Criminal History for Consideration of Employment Application, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least ten employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post the Ordinance's information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

PROPOSERS seeking additional information regarding the requirements of the City Contractors' Use of Criminal History for Consideration of Employment Applications may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

#### 7.21 COVID-19 Vaccination Requirements

Employees of the CONTRACTOR and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with CITY employees, contractors, or volunteers, (2) working on CITY property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this AGREEMENT (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such Contractor Personnel has been fully vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this AGREEMENT. The CONTRACTOR shall grant medical or religious exemptions to Contractor Personnel as required by law.

#### 7.22 Contractor Data Reporting

Respondents are advised, pursuant to Executive Directive 35, if a bidder is

selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: contractor’s and any subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“contractor/subcontractor information”). On an annual basis, the contractor shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

**APPENDIX  
LIST OF EXHIBITS**

Exhibit A:	Project Cost Schedule
Exhibit B:	Schedule A, List of MBE/WBE/OBE Subcontractors
Exhibit C:	Contractor Responsibility Ordinance
Exhibit D:	City Business Tax Registration
Exhibit E:	Insurance and Bonds
Exhibit F:	Business Inclusion Program Outreach Requirements
Exhibit G:	Living Wage Ordinance and Worker Retention Ordinance
Exhibit H:	Los Angeles Residence Information Form
Exhibit I:	Non-Collusion Affidavit
Exhibit J:	Municipal Lobbying Ordinance/ Bidder Certification CEC Form 50
Exhibit K:	Standard Provisions for City Contracts (Rev. 9/22) [v.1]
Exhibit L:	City of Los Angeles Contract History form
Exhibit M:	Contract Bidder Campaign Contribution and Fundraising Restrictions/Bidder Certification CEC Form 55
Exhibit N:	Local Business Preference Program
Exhibit O:	Iran Contracting Act of 2010

**TRANSMITTAL 2**

CONTRACT NO. C- \_\_\_\_\_

**SERVICE AGREEMENT**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**REDZONE ROBOTICS, INC.**

**FOR**

**SEWER CONDITION ASSESSMENT USING  
CLOSED-CIRCUIT TELEVISION (CCTV) INSPECTION**



City of Los Angeles  
Department of Public Works  
Los Angeles Sanitation and Environment

Barbara Romero, Director and General Manager  
Vacant, Assistant Director

Clean Water North Conveyance Division  
Kwasi Berko, Manager

# SEWER CONDITION ASSESSMENT USING CCTV INSPECTION

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## **EXHIBITS**

Exhibit 1	Schedule A, List of MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors
Exhibit 2	Insurance Contractual Requirements
Exhibit 3	Slavery Disclosure Ordinance
Exhibit 4	Declaration of Compliance with Living Wage Ordinance
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Exhibit 6	Business Tax Registration Certificate
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Exhibit 10	Municipal Lobbying Ordinance/CEC Form 50
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Exhibit 12	Contract Bidder Campaign Contribution and Fundraising Restrictions/CEC Form 55
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Exhibit 14	Project Cost Schedule

**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 "RedZone Robotics, Inc." hereinafter referred to as the "CONTRACTOR "; is set forth as follows:

**WITNESSETH**

WHEREAS, the CITY has a need for contracting 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, RedZone Robotics, Inc.'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 RedZone Robotics, Inc.'s 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, on September 6, 2023, the Board of Public Works authorized the Bureau of Sanitation (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 March 18, 2024, LASAN received two (2) proposals in response to the RFP; and

WHEREAS, RedZone Robotics, Inc. was deemed one of the most qualified proposer 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, RedZone Robotics, Inc. meets the federal, state, and local requirements to perform professional engineering work; and

WHEREAS, the services to be provided by RedZone Robotics, Inc. are of an expert and technical nature; and

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 the 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 RedZone Robotics, Inc. for sewer condition assessment.
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	RedZone Robotics, Inc.
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT
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	Bureau of Sanitation, 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 conveyance 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 conveyance and storm drain systems. It is estimated that approximately 600 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/TASKS 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 Maintenance of Records

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 three (3) years from the later of the following: (1) the 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 the 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 14).

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 14.

#### 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 attribute 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 twenty one (21) inches and larger 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 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 CONTRACTOR shall have capability to perform CCTV inspection utilizing NASSCO Pipeline Assessment Certification Program (PACP) Version 7 including, but not limited to, all certifications and necessary software.

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 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 ENGINEER:

LA Sanitation and Environment  
Clean Water North Conveyance Division  
Attention: Nelema Bhowmick  
CCTV Program Engineer  
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 written approval.

#### 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 1: Various condition codes for observable blockages.

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

#### 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 14, "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, 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 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 Hole

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.

4.5 CONTRACTOR Schedule of Services and Costs

For CONTRACTOR Schedule of Services and Costs, please see Exhibit 14, "Project Cost Schedule".

**ARTICLE 5 – KEY CONTRACTOR PERSONNEL**

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

Name, Title: Veronica Alvarez, General Manager, US West  
Address: 195 Thorn Hill Road, Suite 110  
Warrendale, PA 15086  
Telephone: 310-886-9890  
E-mail: valvarez@redzone.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'S 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 the 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. The 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 privity of contract between the CITY and any SUBCONTRACTOR.

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

The CITY designates Azya Jackson as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of this 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 Azya Jackson as the CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such an 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 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 with option to extend for two (2) additional years on a month-to-month basis at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 9 or extended by a duly approved amendment to this AGREEMENT and signed by the parties. 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 – SUSPENSION**

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with a 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 the CITY until the CITY gives written notice to recommence the services.

## **ARTICLE 9 – TERMINATION**

### 9.1 Termination for Convenience

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

### 9.2 Termination for Breach of Contract

9.2.1 Except as provided in Article 21 if the 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, the CITY may give the CONTRACTOR written notice of the default. The 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 the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.

9.2.2 If the default under this CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, the 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 the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.

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

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

#### 9.2.5 Acts of Moral Turpitude

a) 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").

b) 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.

c) If the 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.

d) 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 the 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, elder abuse, and child abuse,

regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e) 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.

9.2.6 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.

9.2.7 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 PSC-9(A) Termination for Convenience.

9.2.8 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.

9.3 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) working days of the termination.

## **ARTICLE 10 – SUBCONTRACT APPROVAL**

All subcontracts that are one half of one percent (0.5%) of the total CONTRACT amount or \$10,000, whichever is greater, 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/SUBCONSULTANTS. The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this AGREEMENT (Exhibit 1, Schedule A) 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, the 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 11 - COMPENSATION, INVOICING, AND PAYMENT**

### 11.1 Cost Ceiling

The cost ceiling for this CONTRACT shall not exceed \$22,000,000 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.

### 11.2 Compensation

The CONTRACTOR shall be compensated for all services provided as described herein in accordance with the applicable rate schedules as indicated in Exhibit 14, "Project Cost Schedule".

### 11.3 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.

### 11.4 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.

#### 11.5 Invoice Submittal

The CONTRACTOR shall submit all invoices to:

Nelema Bhowmick  
CCTV Program Engineer  
City of Los Angeles, LA Sanitation and Environment  
Clean Water North Conveyance 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.

#### 11.6 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.

#### 11.7 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.

#### 11.8 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.

#### 11.9 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.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

#### 11.14 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 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS**

All amendments, changes, or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7.

### **ARTICLE 13 – INDEMNIFICATION AND INSURANCE**

#### 13.1 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.

### 13.2 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 2 hereto). The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 2 hereto); 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 2 hereto. Exhibit 2 is hereby incorporated by reference and made a part of this CONTRACT.

### 13.3 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 14 – INDEPENDENT CONTRACTORS**

The CONTRACTOR is an independent contractor and not as 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 15 – WARRANTIES AND RESPONSIBILITY OF CONTRACTOR**

15.1 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.

15.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

- 15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 15.4 The CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 15.5 Except as specified in Article 13 and 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 (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

#### **ARTICLE 16 - 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 18) 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 17 – 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 contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity, and/or proprietary information.

## **ARTICLE 18 – 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, artworks, 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 purpose(s).

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. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

#### **ARTICLE 19 – 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 28.

#### **ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, or electronic mail. Notices sent by regular 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: Azya Jackson, Assistant Division Manager  
Clean Water North Conveyance Division  
Address: 2714 Media Center Drive  
Telephone: 213-207-0818  
E-mail: Azya.Jackson@lacity.org

To the CONTRACTOR:

Contact Person: Veronica Alvarez, General Manager, US West  
Address: 195 Thorn Hill Road, Suite 110  
Warrendale, PA 15086  
Telephone: 310-886-9890  
E-mail: valvarez@redzone.com

#### **ARTICLE 21 – FORCE MAJEURE (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 22 – 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 23 – 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 24 – 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 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT**

Each party's performance hereunder 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 and its performance 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 having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of this CONTRACT shall not be affected thereby.

**ARTICLE 26 – 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.

Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

**ARTICLE 27 – 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 28 – 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 29 – PERMITS**

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all

licenses, permits, certifications, and other documents necessary for the CONTRACTOR'S performance of this CONTRACT and shall pay any fees required therefore. The CONTRACTOR certifies to 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 30 – 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 the CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

### **ARTICLE 31 – 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 32 – 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 33 – 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 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 the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 34 – CHILD SUPPORT OBLIGATIONS 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 ninety (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 35 – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

##### **35.1 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. (Exhibit 4)

## 35.2 SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Service Contractor 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 36 – 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 the 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 37 – CONTRACTOR RESPONSIBILITY ORDINANCE**

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

## **ARTICLE 38 – LOS ANGELES 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 Proposal process, throughout the duration of this CONTRACT. The CONTRACTOR shall utilize the Regional Alliance for Marketplace Procurement ("RAMP") at <https://www.rampla.org/> to perform and document outreach to Minority, Women, and Other Business Enterprises. The CONTRACTOR shall perform subcontractor outreach activities through RAMP. 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 39 – DISCLOSURE ORDINANCES**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 et seq., of the Los Angeles Administrative Code, as may be amended from time to time. The CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. Exhibit 3 is attached hereto and incorporated herein by this reference.

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 the 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.

### **ARTICLE 40 – 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 41 – MUNICIPAL LOBBYING ORDINANCE**

The 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 10, 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 42 – 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 43 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/ FUNDRAISING**

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and the CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for performance under this 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 [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

#### **ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT OF 2010**

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." (Exhibit 13)

#### **ARTICLE 45 – 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 12 hereof.

#### **ARTICLE 46 – DATA PROTECTION**

- A. 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 (24) 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 the 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.

B. 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 47 – 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 48 – CITY CONTRACTOR’S 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 49 – 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 50 – 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 the 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 the 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 51 – 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 52 – 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 53 – COUNTERPARTS**

This AGREEMENT may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by e-mail shall be deemed original signatures.

#### **ARTICLE 54 – CONTRACTOR DATA REPORTING**

If CONTRACTOR is a for-profit, privately owned business, CONTRACTOR shall, within 30 days of the effective date of the CONTRACT and on an annual basis thereafter (i.e.,

within 30 days of the annual anniversary of the effective date of the CONTRACT), report the following information to CITY via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by CITY: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). CONTRACTOR shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

**SIGNATURE PAGE [effective 5-22-2024 per CPO team]**

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

**For: THE CITY OF LOS ANGELES,**  
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
[Name]  
[Title]  
[Department Name]

Date: [mm/dd/yyyy]

**APPROVED AS TO FORM:**

[Name], City Attorney

By: \_\_\_\_\_  
[Name]  
Deputy City Attorney

Date: [mm/dd/yyyy]

**[Contractor Name]**

*\*Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign*

By: \_\_\_\_\_  
[Name]  
[Title]

By: \_\_\_\_\_  
[Name]  
[Title]

Date: [mm/dd/yyyy]

**ATTEST:**

PETTY F. SANTOS, Interim City Clerk

By: \_\_\_\_\_  
[Name]  
Deputy City Clerk

Date: [mm/dd/yyyy]

City Business License Number: [BTRC Number]  
Internal Revenue Service Taxpayer Identification Number: [Number]  
Said Agreement is Number [Contract Number] of City Contracts

**TRANSMITTAL 3**

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**



City of Los Angeles  
Department of Public Works  
Los Angeles Sanitation and Environment

Barbara Romero, Director and General Manager  
Vacant, Assistant Director

Clean Water North Conveyance Division  
Kwasi Berko, Manager

## SEWER CONDITION ASSESSMENT USING CCTV INSPECTION

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Exhibit 3	Slavery Disclosure Ordinance
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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 contracting 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, National Plant Services, Inc.'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 National Plant Services, Inc.'s 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, on September 6, 2023, the Board of Public Works authorized the Bureau of Sanitation (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 March 18, 2024, LASAN received two (2) proposals in response to the RFP; and

WHEREAS, National Plant Services, Inc. was deemed one of the most qualified proposer 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, National Plant Services, Inc. meets the federal, state, and local requirements to perform professional engineering work; and

WHEREAS, the services to be provided by National Plant Services, Inc. are of an expert and technical nature; and

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 the 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. for sewer condition assessment.
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.

	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.
CONTRACTOR SERVICES	All services to be provided by the CONTRACTOR specified in this AGREEMENT
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	Bureau of Sanitation, 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 conveyance 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 conveyance and storm drain systems. It is estimated that approximately 600 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/TASKS 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 Maintenance of Records

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 three (3) years from the later of the following: (1) the 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 the 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 14).

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 14.

#### 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 attribute 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 twenty one (21) inches and larger 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 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 CONTRACTOR shall have capability to perform CCTV inspection utilizing NASSCO Pipeline Assessment Certification Program (PACP) Version 7 including, but not limited to, all certifications and necessary software.

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 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 ENGINEER:

LA Sanitation and Environment  
Clean Water North Conveyance Division  
Attention: Nelema Bhowmick  
CCTV Program Engineer  
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 written approval.

#### 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 1: Various condition codes for observable blockages.

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

#### 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 14, "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, 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 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 Hole

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.

#### 4.5 CONTRACTOR Schedule of Services and Costs

For CONTRACTOR Schedule of Services and Costs, please see Exhibit 14, "Project Cost Schedule".

### **ARTICLE 5 – KEY CONTRACTOR PERSONNEL**

#### 5.1 The CONTRACTOR designates the following person to represent the CONTRACTOR in all matters pertaining to this AGREEMENT:

Name, Title: Patty Pena, Contract Administrator  
Address: 1461 Harbor Avenue  
Long Beach, CA 90813  
Telephone: 562-896-1436  
E-mail: ppena@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'S 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 the 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. The 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 privity of contract between the CITY and any SUBCONTRACTOR.

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

The CITY designates Azya Jackson as its CITY PROJECT MANAGER to represent the CITY in all matters within the scope of this 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 Azya Jackson as the CITY PROJECT MANAGER. The CONTRACTOR will be notified in writing in such an 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 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 with option to extend for two (2) additional years on a month-to-month basis at the CITY's sole discretion, from the date of full execution unless terminated as provided under Article 9 or extended by a duly approved amendment to this AGREEMENT and signed by the parties. 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 – SUSPENSION**

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with a 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 the CITY until the CITY gives written notice to recommence the services.

## **ARTICLE 9 – TERMINATION**

### 9.1 Termination for Convenience

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

### 9.2 Termination for Breach of Contract

9.2.1 Except as provided in Article 21 if the 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, the CITY may give the CONTRACTOR written notice of the default. The 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 the CITY. Additionally, the CITY'S default notice may offer the CONTRACTOR an opportunity to provide the CITY with a plan to cure the default, which shall be submitted to the CITY within the time period allowed by the CITY. At the CITY'S sole discretion, the CITY may accept or reject the CONTRACTOR'S plan. If the default cannot be cured or if the CONTRACTOR fails to cure within the period

allowed by the CITY, then the CITY may terminate this CONTRACT due to the CONTRACTOR'S breach of this CONTRACT.

- 9.2.2 If the default under this CONTRACT is due to the CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, the 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 the CONTRACTOR'S obligation to suspend performance of services. The CONTRACTOR shall not recommence performance until the CONTRACTOR is fully insured and in compliance with the CITY'S requirements.
- 9.2.3 If a federal or state proceeding for relief of debtors is undertaken by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this CONTRACT.
- 9.2.4 If the CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates the CITY'S laws, regulations, or policies relating to lobbying, then the CITY may immediately terminate this CONTRACT.
- 9.2.5 Acts of Moral Turpitude
- a) 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").
  - b) 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.
  - c) If the 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.
  - d) 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 the 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, elder abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e) 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.

9.2.6 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.

9.2.7 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 PSC-9(A) Termination for Convenience.

9.2.8 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.

9.3 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) working days of the termination.

#### **ARTICLE 10 – SUBCONTRACT APPROVAL**

All subcontracts that are one half of one percent (0.5%) of the total CONTRACT amount or \$10,000, whichever is greater, 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/

SUBCONSULTANTS. The CONTRACTOR shall not substitute SUBCONTRACTORS listed in this AGREEMENT (Exhibit 1, Schedule A) 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, the 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 11 - COMPENSATION, INVOICING, AND PAYMENT**

### 11.1 Cost Ceiling

The cost ceiling for this CONTRACT shall not exceed \$22,000,000 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.

### 11.2 Compensation

The CONTRACTOR shall be compensated for all services provided as described herein in accordance with the applicable rate schedules as indicated in Exhibit 14, "Project Cost Schedule".

### 11.3 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.

#### 11.4 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.

#### 11.5 Invoice Submittal

The CONTRACTOR shall submit all invoices to:

Nelema Bhowmick  
CCTV Program Engineer  
City of Los Angeles, LA Sanitation and Environment  
Clean Water North Conveyance 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.

#### 11.6 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.

#### 11.7 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.

#### 11.8 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.

#### 11.9 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.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

#### 11.14 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 12 – AMENDMENTS, CHANGES, OR MODIFICATIONS**

All amendments, changes, or modifications to this CONTRACT shall be in writing and signed and approved pursuant to the provisions of Article 7.

### **ARTICLE 13 – INDEMNIFICATION AND INSURANCE**

#### 13.1 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.

### 13.2 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 2 hereto). The insurance must: (1) conform to the CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 2 hereto); 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 2 hereto. Exhibit 2 is hereby incorporated by reference and made a part of this CONTRACT.

### 13.3 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 14 – INDEPENDENT CONTRACTORS**

The CONTRACTOR is an independent contractor and not as 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 15 – WARRANTIES AND RESPONSIBILITY OF CONTRACTOR**

15.1 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.

- 15.2 The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this AGREEMENT. The CONTRACTOR shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.
- 15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.
- 15.4 The CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.
- 15.5 Except as specified in Article 13 and 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 (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

#### **ARTICLE 16 - 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 18)

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 17 – 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 contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity, and/or proprietary information.

#### **ARTICLE 18 – 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, artworks, 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 purpose(s).

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. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its SUBCONTRACTORS with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

#### **ARTICLE 19 – 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 28.

#### **ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, or electronic mail. Notices sent by regular 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: Azya Jackson, Assistant Division Manager  
Clean Water North Conveyance Division  
Address: 2714 Media Center Drive  
Telephone: 213-207-0818  
E-mail: Azya.Jackson@lacity.org

To the CONTRACTOR:

Contact Person: Patty Pena, Contract Administrator  
Address: 1461 Harbor Avenue  
Long Beach, CA 90813  
Telephone: 562-896-1439  
E-mail: ppena@nationalplant.com

#### **ARTICLE 21 – FORCE MAJEURE (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 22 – 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 23 – 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 24 – 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 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT**

Each party's performance hereunder 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 and its performance 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 having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of this CONTRACT shall not be affected thereby.

**ARTICLE 26 – 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.

Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

**ARTICLE 27 – 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 28 – 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 29 – PERMITS**

The CONTRACTOR and its directors, officers, partners, agents, employees, and SUBCONTRACTORS, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the CONTRACTOR'S performance of this CONTRACT and shall pay any fees required therefore. The CONTRACTOR certifies to 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 30 – 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 the CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

## **ARTICLE 31 – 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 32 – 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 33 – 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 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 the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

#### **ARTICLE 34 – CHILD SUPPORT OBLIGATIONS 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 ninety (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 35 – LIVING WAGE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

##### **35.1 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. (Exhibit 4)

#### 35.2 SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Service Contractor 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 36 – 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 the 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 37 – CONTRACTOR RESPONSIBILITY ORDINANCE**

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

### **ARTICLE 38 – LOS ANGELES 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 Proposal 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 Minority, Women, and Other Business Enterprises. 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 39 – DISCLOSURE ORDINANCES**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this CONTRACT is subject to the Slavery Disclosure Ordinance, Section 10.41 et seq., of the Los Angeles Administrative Code, as may be amended from time to time. The CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. Exhibit 3 is attached hereto and incorporated herein by this reference.

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 the 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.

### **ARTICLE 40 – 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 41 – MUNICIPAL LOBBYING ORDINANCE**

The 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 10, 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 42 – 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 43 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) FOR MEASURE H/CONTRACTOR CONTRIBUTIONS/ FUNDRAISING**

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR'S principals, and the CONTRACTOR'S SUBCONTRACTORS expected to receive at least \$100,000 for performance under this 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 [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

#### **ARTICLE 44 – COMPLIANCE WITH THE IRAN CONTRACTING ACT OF 2010**

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." (Exhibit 13)

#### **ARTICLE 45 – 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 12 hereof.

#### **ARTICLE 46 – DATA PROTECTION**

- A. 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 (24) 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 the 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.

- B. 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 47 – 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 48 – CITY CONTRACTOR'S 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 49 – 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 50 – 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 the 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 the 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 51 – 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 52 – 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 53 – COUNTERPARTS**

This AGREEMENT may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the CITY) and sent by e-mail shall be deemed original signatures.

## **ARTICLE 54 – CONTRACTOR DATA REPORTING**

If CONTRACTOR is a for-profit, privately owned business, CONTRACTOR shall, within 30 days of the effective date of the CONTRACT and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the CONTRACT), report the following information to CITY via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by CITY: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). CONTRACTOR shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by CITY.

**SIGNATURE PAGE [effective 5-22-2024 per CPO team]**

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

**For: THE CITY OF LOS ANGELES,**  
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
[Name]  
[Title]  
[Department Name]

Date: [mm/dd/yyyy]

**APPROVED AS TO FORM:**

[Name], City Attorney

By: \_\_\_\_\_  
[Name]  
Deputy City Attorney

Date: [mm/dd/yyyy]

**[Contractor Name]**

*\*Approved Signature Methods:*

1) *Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.*

2) *One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign*

By: \_\_\_\_\_  
[Name]  
[Title]

By: \_\_\_\_\_  
[Name]  
[Title]

Date: [mm/dd/yyyy]

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
[Name]  
Deputy City Clerk

Date: [mm/dd/yyyy]

City Business License Number: [BTRC Number]  
Internal Revenue Service Taxpayer Identification Number: [Number]  
Said Agreement is Number [Contract Number] of City Contracts

# **EXHIBIT 1**

## **Schedule A, List of MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors**

**RFP SCHEDULE A  
 MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONTRACTOR INFORMATION FORM**

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

<b>Project Title:</b> Request for Proposals for Sewer Condition Assessment Using Closed Circuit (CCTV) Inspection		<b>Work Order Number:</b>
<b>Proposer:</b> National Plant Services, Inc	<b>Address:</b> 1461 Harbor Avenue, Long Beach CA 90813	
<b>Contact Person:</b> Dennis Keene	<b>Phone/Email:</b> 562-436-7600/dennis@nationalplant.com	

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
Name, Address, and Phone/Email of Subcontractor	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification No.	Dollar Value of Subcontract
None to be used.				

Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation						
	Total Dollars	0	Total Percentage Pledged	0	Total Dollars	Total Percentage Pledged
MBE Participation	\$ 0		%	WBE Participation	\$ 0	%
SBE Participation	\$ 0		%	EBE Participation	\$ 0	%
DVBE Participation	\$ 0		%	OBE Participation	\$ 0	%

<b>Signature of Person Completing this Form</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>
	Dennis Keene	President	3/18/2024

**MUST BE SUBMITTED WITH PROPOSAL**

## **EXHIBIT 2**

### **Insurance Contractual Requirements**





## CERTIFICATE OF LIABILITY INSURANCE

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

Blanket

## **EXHIBIT 3**

### **Slavery Disclosure Ordinance**

## CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on RAMP ([www.rampla.org](http://www.rampla.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](mailto:bca.eeoe@lacity.org).

1. I, \_\_\_\_\_ 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>31471</u>			
RAMP Id		EIN/TIN	
<u>National Plant Services Inc.</u>			
Company Name			
<u>1461 Harbor AVE</u>	<u>Long Beach</u>	<u>CA</u>	<u>90813</u>
Street Address	City	State	Zip
<hr/>			
Phone	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](mailto: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](mailto: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](mailto:bca.eeoe@lacity.org).

## TERMS OF ACCEPTANCE AND SIGNATURE:

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

### Electronic Signature:\*

JEFF GARCIA

*Signature*

4/25/2021, 5:29 PM

*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

**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

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.

against the death of, or injury to, Enslaved Persons.

RAMP-DO (12/2019)

## **EXHIBIT 4**

# **Declaration of Compliance with Living Wage Ordinance**

## **Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment/Appendix \_\_\_\_, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The List of Statutory Exemptions is included in the Attachment/Appendix.

**CITY OF LOS ANGELES**  
**LIVING WAGE ORDINANCE**  
**(Los Angeles Administrative Code Section 10.37 et seq.)**

**1. What is the Living Wage Ordinance?**

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum “living wage” and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

**2. When was the Ordinance adopted?**

The LWO was adopted in May, 1997 and amended in January, 1999.

**3. What types of agreements are subject to the Ordinance?**

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.

- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

#### **4. Is an agreement subject to the LWO if it was entered into before May, 1997?**

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

#### **5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?**

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

#### **6. Are all employees covered by the Ordinance?**

Intentionally left blank 8/18/06

#### **7. Are an employer's subcontractors subject to the requirements of the Ordinance?**

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

#### **8. What happens if an employer is found to be in violation of the Ordinance?**

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

#### **9. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

## **10. What can an employee do if an employer is in violation of the Ordinance?**

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

## **11. Are there any exemptions available under the Ordinance?**

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

## **12. Who is responsible for the administration and enforcement of the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
  - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
  - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child

Care Workers as defined in the LWO Rules and Regulations (an employee “whose work on an agreement involves the care or supervision of children 12 years of age and under.”). A copy of the IRS 501(c)(3) Exemption Letter will be required.

b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**

a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.

b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.

c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.

d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).

(1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).

(2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

# **CITY OF LOS ANGELES**

## **Service Contractor Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)**

### **1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

### **2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

### **3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

### **4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

### **5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

# **EXHIBIT 5**

## **Contractor Responsibility Ordinance**

**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

**A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION**

National Plant Services, Inc	351503		
Business Name	Contractor's License Number		
1461 Harbor Avenue	Long Beach	CA	90813
Street Address	City	State	Zip
Dennis Keene, President	562-436-7600		
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 Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm.

**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: 02 / 24 / 1975 State of incorporation: Illinois

List the corporation's current officers.

President: Dennis Keene

Vice President: \_\_\_\_\_

Secretary: GINNA HATCHER

Treasurer: \_\_\_\_\_

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

National Plant Services, Inc. is wholly owned by Carylton Corporation.

**Partnership:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

**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. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

**Joint Venture:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

**C. OWNERSHIP AND NAME CHANGES**

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

Yes  No

If Yes, explain the relationship between your firm and the associated firm(s). 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.

(Use this space. If you need additional space, you can attach a document)

Parent Company is Carylton Corporation.

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?  
 Yes  No

If **Yes**, list 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.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?  
 Yes  No

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

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?  
 Yes  No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?  
 Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If Yes, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

**E. PERFORMANCE HISTORY**

7. How many years has your firm been in operation? 43 Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

Yes  No

If Yes, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. 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.

(Use this space. If you need additional space, you can attach a document)

Bureau of Sanitation  
 Nelema Bhowmick Phone: 323-342-6033  
 CCTV/Condition Assessment  
 Contracted adopted June 28, 2013 (C-123407)/Ended January 2024

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

Yes  No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. 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.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12A. 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 the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

Yes  No

If **Yes**, please enter the date of the Notice(s).

(Use this space. If you need additional space, you can attach a document)

**F. DISPUTES**

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

Yes  No

(b) Work performance on a contract?

Yes  No

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

Yes  No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

## G. COMPLIANCE

For the following questions, the term "owners" does not include stock owners in your firm if your firm is a publicly traded corporation.

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 page 9:

Yes  No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

Yes  No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, 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 the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

#### H. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

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

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 or material misrepresentation?

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 or material misrepresentation to any governmental entity or public utility?

Yes  No

19B. If you check Yes to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

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 theft, fraud, embezzlement, perjury, or bribery?

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I certify under penalty of perjury under the laws of the State of California that I 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.

**Electronic Signature:**

  
Signature

3/15/2024  
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 to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

**ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16**

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

**California's Department of Justice****LOCAL ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

# **EXHIBIT 6**

## **Business Tax Registration Certificate**



**CITY OF LOS ANGELES**  
 Office of Finance  
 P.O. Box 53200  
 Los Angeles CA 90053-0200

NATIONAL PLANT SERVICES INC

1461 HARBOR AVENUE  
 LONG BEACH, CA 90813-2741

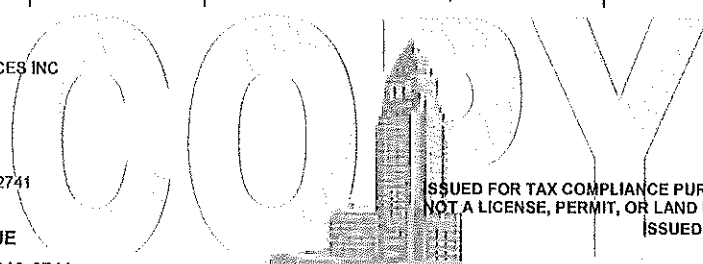
1461 HARBOR AVENUE  
 LONG BEACH, CA 90813-2741

**THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS**  
**CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE**  
 THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

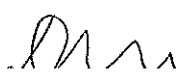
**Business TAX** ISSUED: 04/05/2024

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000211108-0001-8	L049	Professions / Occupations	01/01/2007	Active

**ISSUED TO:**  
 NATIONAL PLANT SERVICES INC  
 1461 HARBOR AVENUE  
 LONG BEACH, CA 90813-2741  
 1461 HARBOR AVENUE  
 LONG BEACH, CA 90813-2741



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

**ISSUED BY:**  
  
**CITY TREASURER**  
**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."

# **EXHIBIT 7**

## **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: 80

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

2 and .025 %

# **EXHIBIT 8**

## **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


President of National Plant Services, Inc./1461 Harbor Ave., Long Beach CA  
(“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: March 15, 2024 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 9**

## **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.

National Plant Services  
Name of Organization

Dennis Keene  
Print Name

3/15/2024  
Date

Dennis Keene  
Signature

President  
Title

# **EXHIBIT 10**

## **Municipal Lobbying Ordinance/CEC Form 50**

# Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)	
212191	Department of Public Works/LA Sanitation and Environment	
Bidder Name		
National Plant Services, Inc.		
Address		
1461 Harbor Avenue, Long Beach, CA 90813		
Email Address	Phone Number	
Dennis@nationalplant.com	562-436-7600	

## 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 applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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.

Dennis Keene

Name



Signature

President

Title

3/15/2024

Date

## **EXHIBIT 11**

### **First Source Hiring Ordinance and Equal Benefits Ordinance Affidavit**

**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](mailto: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**

RAMP Id: 31471 EIN/TIN: \_\_\_\_\_  
Company Name: National Plant Services Inc.  
Company Address: 1461 Harbor AVE  
City: Long Beach State: CA Zip: 90813  
Contact Person: Patricia Pena Phone: 562-436-7600 E-mail: ppena@nationalplant.com  
Approximate Number of Employees in the United States: 50  
Approximate Number of Employees in the City of Los Angeles: 1

**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:

1. 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
2. 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
3. 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.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, Patricia Pena, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:\***

Patricia

*First name*

Pena

*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.

RAMP-EBO/FSHO (02/2017)

## **EXHIBIT 12**

### **Contract Bidder Campaign Contribution and Fundraising Restrictions/CEC Form 55**

# Prohibited Contributors (Bidders)

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 at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or BAVN): 212191      Date Bid Submitted: 3/18/2024

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
SEWER CONDITION ASSESSMENT USING CCTV INSPECTION

Awarding Authority (Department awarding the contract): LA SANITATION & ENVIRONMENT

Bidder Name: NATIONAL PLANT SERVICES, INC

Bidder Address: 1461 HARBOUR AVE. LONG BEACH, CA 90813

Bidder Email Address: DENNIS@NATIONALPLANT.COM      Bidder Phone Number: 562-436-7600

### Schedule Summary

Please complete all three of the following:

1. **SCHEDULE A – Bidder's Principals** (check one)  
The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).  
At least one principal is required for entities. (If you check "Yes", Schedule A is required.)  
Yes       No
2. **SCHEDULE B – Subcontractors and Their Principals** (check one)  
The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with  
subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)  
Yes       No
3. **TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): 3

### Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

DENNIS R. KEENE  
Name  
President  
Title

Dennis R. Keene  
Signature  
3/16/24  
Date

# Prohibited Contributors (Bidders)

## Schedule A - Bidder's Principals

Please identify the names and titles of all 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.

Name: <u>DEUNIS R. KEENE</u> Title: <u>PRESIDENT</u> Address: <u>1461 HARBOR AVE. LONG BEACH, CA 90813</u>
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____
Name: _____ Title: _____ Address: _____

Check this box if additional Schedule A pages are attached.

# Prohibited Contributors (Bidders)

## 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 the threshold.

Subcontractor's Name <div style="text-align: center; font-size: 1.2em; margin-top: 10px;">NONE</div>
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals.     Yes\*     No

*\* Each principal's name and title must be 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.*

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

# **EXHIBIT 13**

## **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.

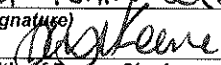
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

<i>Vendor Name/Financial Institution (printed)</i> <b>NATIONAL PLANT SERVICES, INC</b>		<i>BTRC (or n/a)</i> <b>21108-32</b>
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> <b>DENNIS R. KEENE, PRESIDENT</b>		
<i>Date Executed</i> <b>3/15/2011</b>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

## 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.

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

# **EXHIBIT 14**

## **Project Cost Schedule**

**Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection  
Project Cost Schedule**

Price per Linear Foot Total for <b>Television</b> Inspection Only				
Pipe Size (inch)	Length (in feet)	Price per linear foot (LF)	Total Cost	\$13,378,000.00
6 to 12	8,800,000	\$1.05	\$9,240,000.00	
15 to 21	200,000	\$1.78	\$356,000.00	
24 to 36	200,000	\$2.07	\$414,000.00	
39 to 48	400,000	\$3.74	\$1,496,000.00	
Over 49	400,000	\$4.68	\$1,872,000.00	

Price per Linear Foot Total for <b>Cleaning</b> only up to 34-inches				
Pipe Size (inch)	Length (in feet)	Price per linear foot (LF)	Total Cost	\$149,050.00
6 to 12	5,000	\$1.88	\$9,400.00	
15 to 18	5,000	\$2.55	\$12,750.00	
19 to 24	10,000	\$3.77	\$37,700.00	
25 to 26	10,000	\$3.77	\$37,700.00	
27 to 34	10,000	\$5.15	\$51,500.00	

Price per Linear Foot Total for Specialized large Line Cleaning (post sonar included)				
Pipe Size (inch)	Length (in feet)	Price per linear foot (LF)	Total Cost	NO MAPPING PROVIDED, ADDITIONAL INFORMATION REQUIRED TO DETERMINE COST
36 to 42	10,000	\$61.80		
43 to 54	10,000	\$89.61		
55 to 64	10,000	\$119.48		
65 to 72	10,000	\$195.49		

Price per each Total for <b>cured Sectional liners</b>					
Item		Price per Each	Quantity	Total Cost	\$955,191.10
1st Repair 6 to 8-inch dia.		\$8,755.00	15	\$131,325.00	
Additional repairs same working day 6 to 8-inch dia.		\$669.50	15	\$10,042.50	
1st Repair 10 to 14-inch dia.		\$8,950.70	15	\$134,260.50	
Additional repairs same working day 10 to 14-inch dia.		\$772.50	15	\$11,587.50	
1st Repair 15 to 18-inch dia.		\$9,259.70	15	\$138,895.50	
Additional repairs same working day 15 to 18-inch dia.		\$1,027.94	15	\$15,419.10	
1st Repair 21 to 24-inch dia.		\$9,558.40	15	\$143,376.00	
Additional repairs same working day 21 to 24-inch dia.		\$1,339.00	15	\$20,085.00	
Lateral cuts (for spot repairs overlapping lateral)		\$8,755.00	40	\$350,200.00	

**\$14,482,241.10**

**Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection  
Project Cost Schedule (continued)**

Price per each Total for cured Lateral/repair liners					
Item		Price per each	Quantity	Total Cost	\$603,580.00
1st lateral repair 6 to 12-inch dia.		\$8,755.00	20	\$175,100.00	
Additional lateral reps same working day 6 to 12-inch dia.		\$669.50	20	\$13,390.00	
1st lateral repair 14 to 16-inch dia.		\$9,270.00	20	\$185,400.00	
Additional lateral reps same working day 14 to 16-inch dia.		\$772.50	20	\$15,450.00	
1st lateral repair 18 to 21-inch dia.		\$9,785.00	20	\$195,700.00	
Additional lateral reps same working day 6 to 12-inch dia.		\$927.00	20	\$18,540.00	

Price per each Total for cured Lateral Cleaning					
Item		Price per each	Quantity	Total Cost	\$131,840.00
Set-up Fee -- Each mainline		\$3,296.00	20	\$65,920.00	
Cleaning per lateral to 85%		\$3,296.00	20	\$65,920.00	

Sonar/Laser Profiling					
Item	Length (in feet)	Price per linear foot (LF)	Total cost	\$612,900.00	
Laser Profiling Combined	30,000	\$15.45	\$463,500.00		
Sonar Profiling	10,000	\$6.18	\$61,800.00		
Laser Profiling	10,000	\$8.76	\$87,600.00		

\$1,348,320.00

**Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection  
Project Cost Schedule (continued)**

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	50.00	\$669.50	\$33,475.00

Cost for the Difficult Access Reaches (DARs)				
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.	\$51.50	20000	\$1,030,000.00	\$1,063,475.00
<b>Grand Total</b>	<b>\$</b>			

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 lanfill	**\$ ___ 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 lanfill for large line cleaning to be paid per cubic yard (include cost above).

# **EXHIBIT 1**

## **Schedule A, List of MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors**

## RFP SCHEDULE A

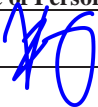
### MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONTRACTOR INFORMATION FORM

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

<b>Project Title:</b> RFP: Sewer Condition Assessment using CCTV inspection		<b>Work Order Number:</b>	
<b>Proposer:</b> RedZone Robotics, Inc		<b>Address:</b> 195 Thorn Hill Rd Suite 110 Warrendale PA 15086	
<b>Contact Person:</b> Veronica Alvarez		<b>Phone/Email:</b> 3108869890	

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
Name, Address, and Phone/Email of Subcontractor	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification No.	Dollar Value of Subcontract
Mattucci Plumbing Inc	Inspection of sewer lines	WBE/SBE	20000180/ 2009655	\$2,000,000.00
Pipe Tec Inc.	Pipeline Cleaning	SBE		\$1,850,000.00
Murgreen Environmental Company	Cleaning, Lateral lining and rehabilitation			\$107,500.00
Roadway Construction Services	Traffic Control			\$266,000.00

Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE Participation					
	Total Dollars	Total Percentage Pledged		Total Dollars	Total Percentage Pledged
<b>MBE Participation</b>	\$ 1,000,000	%	<b>WBE Participation</b>	\$ 1,000,000	%
<b>SBE Participation</b>	\$	%	<b>EBE Participation</b>	\$	%
<b>DVBE Participation</b>	\$	%	<b>OBE Participation</b>	\$	%

<b>Signature of Person Completing this Form</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>
	Veronica Alvarez	General Manager	03-18-24

**MUST BE SUBMITTED WITH PROPOSAL**

## **EXHIBIT 2**

### **Insurance Contractual Requirements**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/16/2025

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).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Michael Kuring <b>PHONE (A/C No. Ext):</b> 610-254-5658 <b>E-MAIL ADDRESS:</b> Michael.Kuring@willistowerswatson.com		<b>FAX (A/C No):</b> 1-888-467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> RedZone Robotics, Inc. 195 Thorn Hill Road, Suite 110 Warrendale, PA 15086	<b>INSURER A:</b> Federal Insurance Company		<b>NAIC #</b> 20281
	<b>INSURER B:</b> Bankers Standard Insurance Company		18279
	<b>INSURER C:</b> Illinois Union Insurance Company		27960
	<b>INSURER D:</b> ACE American Insurance Company		22667
	<b>INSURER E:</b> National Union Fire Insurance Company of P		19445
	<b>INSURER F:</b>		

### COVERAGES

CERTIFICATE NUMBER: W39819271

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	3606-97-72	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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			7362-38-05	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7819-47-18	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	7183-33-36	09/01/2024	09/01/2025	<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
C	Contractor's Pollution Liability *See Page 2 for Additional Insd. & Professional Liability Policy*			CPY G72540104 004	09/01/2024	09/01/2025	Per Incident/Agg \$3,000,000

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

CA Los Angeles On-Call Closed-Circuit Television Inspection of Sewers Program

OPP-107412  
SEE ATTACHED

### CERTIFICATE HOLDER

### CANCELLATION

City of Los Angeles  
1149 South Broadway, 9th Floor  
Los Angeles, CA 90015

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  
*Patricia A. Jones*



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED RedZone Robotics, Inc. 195 Thorn Hill Road, Suite 110 Warrendale, PA 15086	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Los Angeles is included as an Additional Insured as respects to General Liability

Waiver of Subrogation applies in favor of Additional insured with respect to Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667  
 POLICY NUMBER: D96417688      EFF DATE: 09/01/2024      EXP DATE: 09/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Claim	\$5,000,000
	Aggregate	\$5,000,000
	Retention	\$25,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445  
 POLICY NUMBER: 01-543-96-85      EFF DATE: 09/01/2024      EXP DATE: 09/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime	Limit	\$1,000,000

**Endorsement**

<i>Policy Period</i>	SEPTEMBER 1, 2024 TO SEPTEMBER 1, 2025
<i>Effective Date</i>	SEPTEMBER 1, 2024
<i>Policy Number</i>	3606-97-72 PHL
<i>Insured</i>	REDZONE ROBOTICS INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 5, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

**Who Is An Insured**

**Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

---

## **Liability Endorsement**

*(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

### **Conditions**

***Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

### **Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

*Authorized Representative*



## **EXHIBIT 3**

### **Slavery Disclosure Ordinance**

## CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on RAMP ([www.rampla.org](http://www.rampla.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](mailto:bca.eeoe@lacity.org).

1. I, Dave Petrosky 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>33683</u>			
RAMP Id	EIN/TIN		
<u>RedZone Robotics Inc</u>			
Company Name			
<u>195 Thorn Hill Road, Suite 110</u>	<u>Warrendale</u>	<u>PA</u>	<u>15086</u>
Street Address	City	State	Zip
<u>412-476-8980</u>	<u>eslyder@redzone.com</u>		
Phone	Email		

3. The company came into existence in 1987 (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](mailto: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](mailto: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](mailto:bca.eeoe@lacity.org).

## TERMS OF ACCEPTANCE AND SIGNATURE:

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

### Electronic Signature:\*

Dave Petrosky

4/11/2022, 10:20 AM

Signature

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

**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

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.

benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

RAMP-DO (12/2019)

## **EXHIBIT 4**

# **Declaration of Compliance with Living Wage Ordinance**

## **Living Wage Ordinance and Service Contractor Worker Retention Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment/Appendix \_\_\_\_, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The List of Statutory Exemptions is included in the Attachment/Appendix.

**CITY OF LOS ANGELES**  
**LIVING WAGE ORDINANCE**  
**(Los Angeles Administrative Code Section 10.37 et seq.)**

**1. What is the Living Wage Ordinance?**

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum “living wage” and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

**2. When was the Ordinance adopted?**

The LWO was adopted in May, 1997 and amended in January, 1999.

**3. What types of agreements are subject to the Ordinance?**

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.

- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

#### **4. Is an agreement subject to the LWO if it was entered into before May, 1997?**

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

#### **5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?**

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

#### **6. Are all employees covered by the Ordinance?**

Intentionally left blank 8/18/06

#### **7. Are an employer's subcontractors subject to the requirements of the Ordinance?**

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

#### **8. What happens if an employer is found to be in violation of the Ordinance?**

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

#### **9. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

## **10. What can an employee do if an employer is in violation of the Ordinance?**

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

## **11. Are there any exemptions available under the Ordinance?**

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

## **12. Who is responsible for the administration and enforcement of the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
  - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
  - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child

Care Workers as defined in the LWO Rules and Regulations (an employee “whose work on an agreement involves the care or supervision of children 12 years of age and under.”). A copy of the IRS 501(c)(3) Exemption Letter will be required.

**b. One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

**3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**

**a. Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.

**b. Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.

**c. Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.

**d. City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).

(1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).

(2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

# **CITY OF LOS ANGELES**

## **Service Contractor Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)**

### **1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

### **2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

### **3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

### **4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

### **5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

# **EXHIBIT 5**

## **Contractor Responsibility Ordinance**

**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

**A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION**

RedZone Robotics, Inc.	1078937		
Business Name	Contractor's License Number		
195 Thorn Hill Road, Suite 110	Warrendale	PA	15086
Street Address	City	State	Zip
Dave Petrosky	42-476-8980 ext. 235	412-476-8981	
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 Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm.

**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: 08 / 31 / 2011 State of incorporation: Delaware

List the corporation's current officers.

President: Dave Petrosky

Vice President: \_\_\_\_\_

Secretary: Janeen Blackert

Treasurer: Dave Petrosky

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

**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. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

**C. OWNERSHIP AND NAME CHANGES**

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

Yes  No

If **Yes**, explain the relationship between your firm and the associated firm(s). 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.

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?  
 Yes  No

If **Yes**, list 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.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?  
 Yes  No

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

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?  
 Yes  No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

RedZone Robotics, Inc.

#### D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?  
 Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If Yes, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

#### E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? 37 Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

Yes  No

If Yes, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. 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.

(Use this space. If you need additional space, you can attach a document)

Please see attached list.

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

Yes  No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. 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.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12A. 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 the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

Yes  No

If **Yes**, please enter the date of the Notice(s).

**F. DISPUTES**

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

Yes  No

(b) Work performance on a contract?

Yes  No

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

Yes  No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

Yes  No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

## G. COMPLIANCE

For the following questions, the term “owners” does not include stock owners in your firm if your firm is a publicly traded corporation.

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 page 9:

Yes  No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

Yes  No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, 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 the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

## H. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

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

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 or material misrepresentation?

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 or material misrepresentation to any governmental entity or public utility?

Yes  No

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

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 theft, fraud, embezzlement, perjury, or bribery?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

#### TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I 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.

#### Electronic Signature:

Dave Petrosky  
Digitally signed by Dave  
 Petrosky  
 Date: 2024.03.06 13:45:00  
 -05'00'

3/12/2024

*Signature*

*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 to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

# **EXHIBIT 6**

## **Business Tax Registration Certificate**



**CITY OF LOS ANGELES**

OFFICE OF FINANCE  
P.O. BOX 53200  
LOS ANGELES CA 90053-0200

195 THORN HILL ROAD SUITE #110  
WARRENDALE, PA 15086-5502



\*\*\*\*\*MIXED AADC 900 13  
REDZONE ROBOTICS INC 4138  
195 THORN HILL RD STE 110  
WARRENDALE PA 15086-5502

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: 8/4/2020	
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002468219-0001-7	L049	PROFESSIONS / OCCUPATIONS	9/1/2009	ACTIVE

REDZONE ROBOTICS INC  
195 THORN HILL RD STE 110  
WARRENDALE PA 15086-5502

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

ISSUED BY:   
DIRECTOR OF FINANCE

195 THORN HILL ROAD SUITE #110  
WARRENDALE, PA 15086-5502

"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."

FORM 2009 (Rev. 07/20) 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  
IMPORTANT - READ REVERSE SIDE

# **EXHIBIT 7**

## **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: RedZone Robotics, Inc.

I. Corporate or Main Office Address:

195 Thorn Hill Road, Suite 110

Warrendale, PA 15086

\_\_\_\_\_

II Total Number of Employees in Organization: 80

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

6 and 4.8 %

# **EXHIBIT 8**

## **Non-Collusion Affidavit**



# **EXHIBIT 9**

## **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.

RedZone Robotics has not held a City of Los Angeles Contract in the past ten years. RedZone Robotics has provided work as a subcontractor to projects where the prime contract was held by a contractor or engineering firm.

RedZone Robotics, Inc.  
Name of Organization

Dave Petrosky  
Print Name

3/12/2024  
Date

  
Signature

Chief Executive Officer  
Title

# **EXHIBIT 10**

## **Municipal Lobbying Ordinance/CEC Form 50**

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

**Original Filing**       **Amendment:** Date of Signed Original 3/12/2023 Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or BAVN) 212191	Awarding Authority (Department awarding the contract) DPW LA Sanitation and Environment
Bidder Name RedZone Robotics, Inc.	
Address 195 Thorn Hill Road, Suite 110, Warrendale PA 15086	
Email Address jdepasquale@redzone.com	Phone Number 412-476-8980 ext. 292

## 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 applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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.

Dave Petrosky

Name



Signature

Chief Executive Officer

Title

3/12/2024

Date

## **EXHIBIT 11**

### **First Source Hiring Ordinance and Equal Benefits Ordinance Affidavit**

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

RAMP Id: 33683 EIN/TIN:
Company Name: RedZone Robotics Inc
Company Address: 195 Thorn Hill Road, Suite 110
City: Warrendale State: PA Zip: 15086
Contact Person: John DePasquale Phone: 4124768980 292 E-mail: jdepasquale@redzone.com
Approximate Number of Employees in the United States: 74
Approximate Number of Employees in the City of Los Angeles: 1

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:

- 1. 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
2. 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
3. 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.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, John DePasquale, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

**Electronic Signature:\***

John

*First name*

DePasquale

*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.

RAMP-EBO/FSHO (02/2017)

## **EXHIBIT 12**

### **Contract Bidder Campaign Contribution and Fundraising Restrictions/CEC Form 55**

# Prohibited Contributors (Bidders)

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 at (213) 978-1960.

Original Filing       Amendment: Date of Signed Original 03/12/2023 Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or BAVN): 212191 Date Bid Submitted: 03/18/2024

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
**Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection**

Awarding Authority (Department awarding the contract): DPW LA Sanitation and Environment

Bidder Name: RedZone Robotics, Inc.

Bidder Address: 195 Thorn Hill Road, Suite 110, Warrendale, PA 15086

Bidder Email Address: jdepasquale@redzone.com Bidder Phone Number: 412-476-8980 ext. 292

## Schedule Summary


Please complete all three of the following:

- |                                                                                                                                                                                                                                                                      |                                                    |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|----------------------------------------|
| <p><b>1. SCHEDULE A – Bidder's Principals</b> <i>(check one)</i><br/>The bidder has one or more <b>PRINCIPALS</b>, as defined in LAMC § 49.7.35(A)(6).<br/>At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i></p> | <p>Yes<br/><input checked="" type="checkbox"/></p> | <p>No<br/><input type="checkbox"/></p> |
| <p><b>2. SCHEDULE B – Subcontractors and Their Principals</b> <i>(check one)</i><br/>The bidder has one or more <b>SUBCONTRACTORS</b> on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i></p>    | <p>Yes<br/><input checked="" type="checkbox"/></p> | <p>No<br/><input type="checkbox"/></p> |
| <p><b>3. TOTAL NUMBER OF PAGES SUBMITTED</b> (including this cover page): _____</p>                                                                                                                                                                                  |                                                    |                                        |

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:  
A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Dave Petrosky  
Name  
Chief Executive Officer  
Title

  
Signature  
03/15/2024  
Date

# Prohibited Contributors (Bidders)

## Schedule A - Bidder's Principals

Please identify the names and titles of all 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.

Name: <u>David Petrosky</u>	Title: <u>CEO/ President</u>
Address: <u>195 Thorn Hill Rd Warrendale, PA 15086</u>	

Name: <u>Veronica Alvarez</u>	Title: <u>General Manager, US West</u>
Address: <u>195 Thorn Hill Rd Warrendale, PA 15086</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

## 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 the threshold.

Subcontractor's Name
Pipe tec
Subcontractor's Address
5103 Elton Street

Please check one of the following options:

**This subcontractor has one or more principals.**     Yes\*     No

*\* Each principal's name and title must be 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.*

Name: <u>Michael Prlich</u>	Title: <u>CEO</u>
Address: <u>5103 Elton Street</u>	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.



# **EXHIBIT 13**

## **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.

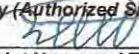
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

<i>Vendor Name/Financial Institution (printed)</i> RedZone Robotics, Inc.		<i>BTRC (or n/a)</i> 000246821900017
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Dave Petrosky, Chief Executive Officer		
<i>Date Executed</i> 3/15/2024	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

## **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.

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

# **EXHIBIT 14**

## **Project Cost Schedule**

**Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection  
Project Cost Schedule**

Price per Linear Foot Total for Television Inspection Only				
Pipe Size (inch)	Length (in feet)	Price per linear foot (LF)	Total Cost	
6 to 12	8,800,000	\$2.62	\$23,056,000.00	
15 to 21	200,000	\$2.75	\$550,000.00	
24 to 36	200,000	\$2.75	\$550,000.00	
39 to 48	400,000	\$2.75	\$1,100,000.00	
Over 49	400,000	\$5.85	\$2,340,000.00	

Price per Linear Foot Total for Cleaning only up to 34-inches				
Pipe Size (inch)	Length (in feet)	Price per linear foot (LF)	Total Cost	
6 to 12	5,000	\$15.00	\$75,000.00	
15 to 18	5,000	\$22.00	\$110,000.00	
19 to 24	10,000	\$35.00	\$350,000.00	
25 to 26	10,000	\$60.00	\$60,000.00	
27 to 34	10,000	\$125.00	\$1,250,000.00	

Price per Linear Foot Total for Specialized large Line Cleaning (post sonar included)				
Pipe Size (inch)	Length (in feet)	Price per linear foot (LF)	Total Cost	
36 to 42	10,000	NO BID	NO BID	NO MAPPING PROVIDED, ADDITIONAL INFORMATION REQUIRED TO DETERMINE BID
43 to 54	10,000	NO BID	NO BID	
55 to 64	10,000	NO BID	NO BID	
65 to 72	10,000	NO BID	NO BID	

Price per each Total for cured Sectional liners				
Item		Price per Each	Quantity	Total Cost
1st Repair 6 to 8-inch dia.		\$2,500.00	15	\$37,500.00
Additional repairs same working day 6 to 8-inch dia.		\$2,500.00	15	\$37,500.00
1st Repair 10 to 14-inch dia.		\$3,100.00	15	\$46,500.00
Additional repairs same working day 10 to 14-inch dia.		\$3,100.00	15	\$46,500.00
1st Repair 15 to 18-inch dia.		\$4,500.00	15	\$67,500.00
Additional repairs same working day 15 to 18-inch dia.		\$4,500.00	15	\$67,500.00
1st Repair 21 to 24-inch dia.		\$5,000.00	15	\$75,000.00
Additional repairs same working day 21 to 24-inch dia.		\$4,500.00	15	\$67,500.00
Lateral cuts (for spot repairs overlapping lateral)		\$800.00	40	\$3,200.00

**Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection  
Project Cost Schedule (continued)**

Price per each Total for cured Lateral/repair liners				
Item		Price per each	Quantity	Total Cost
1st lateral repair 6 to 12-inch dia.		\$3,300.00	20	\$66,000.00
Additional lateral reps same working day 6 to 12-inch dia.		\$3,300.00	20	\$66,000.00
1st lateral repair 14 to 16-inch dia.		\$4,500.00	20	\$90,000.00
Additional lateral reps same working day 14 to 16-inch dia.		\$3,500.00	20	\$70,000.00
1st lateral repair 18 to 21-inch dia.		\$5,000.00	20	\$100,000.00
Additional lateral reps same working day 6 to 12-inch dia.		\$3,800.00	20	\$76,000.00

Price per each Total for cured Lateral Cleaning				
Item		Price per each	Quantity	Total Cost
Set-up Fee -- Each mainline		\$1,000.00	20	\$20,000.00
Cleaning perlateral to 85%		\$450.00	20	\$9,000.00

Sonar/Laser Profiling				
Item	Length (in feet)	Price per linear foot (LF)	Total cost	
Laser Profiling Combined	30,000	\$17.00	\$510,000.00	
Sonar Profiling	10,000	\$15.00	\$150,000.00	
Laser Profiling	10,000	\$15.00	\$150,000.00	

**Sewer Condition Assessment Using Closed Circuit Television (CCTV) Inspection  
Project Cost Schedule (continued)**

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	\$550.00	\$27,500.00

Cost for the Difficult Access Reaches (DARs)			
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.	\$50.00	20000	\$1,000,000.00
<b>Grand Total</b>			<b>\$ 31,080,200</b>

Other Related Activities Costs Handling Fee			
Item			Cost
Dump Fee (disposal site other than the CITY facility)	NO BID	NOBID	**Dump Fee + ___10___ %
Cal Trans Encroachment Permit	NO BID	NO BID	**Permit Cost + ___10___ %
Large line cleaning Material Transport/disposal to Certified lanfill	NO BID	NO BID	**\$_____per cubic yard
Large line cleaning Major Traffic control	NO BID	NO BID	**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 lanfill for large line cleaning to be paid per cubic yard (include cost above).