

**CITY OF SANTA ROSA
GENERAL SERVICES AGREEMENT
WITH SUMMIT PIPELINES INC.
AGREEMENT NUMBER F002195**

This "Agreement" is made as of this ____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Summit Pipelines Inc., a California Corporation ("Contractor").

RECITALS

A. City desires to enter into an agreement with a qualified contractor to provide CCTV pipeline inspection services for the City of Santa Rosa.

B. City desires to retain a qualified contractor to conduct the services described above in accordance with the terms of this Agreement.

C. Contractor represents to City that it is fully qualified to conduct the services described above.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A (includes Exhibit A-1 (Technical Specifications), Exhibit A-2 (Storm Drain Maps), and Exhibit A-3 (Phases 1&2 Identification)). Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. TIME FOR PERFORMANCE

The services described herein shall be provided until completed. Contractor shall devote such time and effort to the performance of services as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the

reasonable control of that party.

3. STANDARD OF PERFORMANCE

Contractor shall perform all services required under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's occupation in California. All products and services of whatsoever nature that Contractor provides to City pursuant to this Agreement shall conform to the standards of quality normally observed by persons currently practicing in Contractor's occupation, and shall be provided in accordance with any schedule of performance specified in Exhibit A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, at any time during the term of this Agreement, desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

4. COMPENSATION

The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit B shall not exceed the total sum of \$128,200. The Chief Financial Officer is authorized to pay all proper claims from Project Charge Number 54037.

5. BILLABLE RATES, PAYMENTS TO CONTRACTOR

a. Billable Rates. Contractor shall be paid for the performance of services at lump sums, as set forth in Exhibit B.

b. Payments. Payments will be delayed where Contractor fails to provide the information required under subsection c. below or fails to comply with the insurance requirements in Attachment One to this Agreement. In no event shall the City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Invoices. Payment will be made on a calendar-month basis in arrears. Invoices shall be submitted to the person and address specified in the Agreement, bid, or purchase order. In the event this Agreement becomes effective or terminates during the course of a month, the amount paid to the Contractor for the partial month shall be determined by prorating the amount on the basis of the number of calendar days involved. Processing of payment will be delayed for Contractor's failure to include reference to Agreement (including number) on the invoice **and for failure to maintain current insurance information with the City in accordance with insurance requirements hereunder.** In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in the Contractor's

invoice. Invoices for services provided in June or for any services not previously invoiced shall be submitted within 10 working days after June 30 to facilitate City fiscal year end closing. Failure to comply with this invoice submission requirement may delay payment.

In connection with any cash discount specified in the bid response, if applicable, or Contractor's Proposal, time will be computed from the date correct invoices are received by the person and address specified in the Agreement, bid, or purchase order. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check. All invoices shall contain the following information:

1. Contractor name and remittance address
2. Date of invoice issuance
3. Amount of invoice
4. City purchase order or Agreement number
5. Identification of Agreement or purchase order line item(s) (if multiple lines) and description of services provided
6. Date of completion of services
7. Detail of costs, including labor, materials, tax, etc.

d. Business Taxes. Contractor shall pay to the City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

6. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall commence within two weeks of notice to proceed and continue until completed.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Contractor. If City gives such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement. If City terminates this Agreement, City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination. In this regard, Contractor shall furnish to City such information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement.

7. TERMINATION OF AGREEMENT FOR DEFAULT

If at any time 1) Contractor fails to conform to the requirements of this Agreement; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Agreement; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Agreement, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

8. INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same results from or arises out of the performance of this Agreement by Contractor, its officers, employees, agents, or sub-contractors, excepting only that resulting from the sole, active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employees' benefits acts. The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for the City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Contractor, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance

coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment One.

10. LEGAL REQUIREMENTS AND PERMITS; NONDISCRIMINATION

a. Legal Requirements and Permits. Contractor represents and warrants that Contractor has all licenses, permits, City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its occupation and provide services under this Agreement. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) OSHA; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of such compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

b. Non-Discrimination. With respect to the provision of goods or services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not subcontract or assign any right or obligation under this Agreement without the written consent of the City. Any attempted or purported subcontract or assignment without City's written consent shall be void and of no effect. No right under this Agreement, or claim for money due or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Agreement or any part thereof and Contractor hereby agrees to indemnify and hold City harmless against any and all such claims. In the event Contractor obtains the prior written consent of City to assign monies due or to become due under this Agreement, Contractor shall provide City a copy of the instrument of assignment duly executed by Contractor, which shall contain a clause subordinating the

claim of the assignee to all prior liens for services rendered or materials supplied for the performance of work. Upon notice and request by the City, Contractor shall promptly remedy, to include termination of any subcontract as appropriate and necessary, any default or failure to perform in a satisfactory manner the work undertaken by any subcontractor. Contractor shall be fully responsible and accountable to the City for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by them, to the same extent that Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

12. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties, subject to the provisions of Section 11, above.

13. RETENTION OF RECORDS

Contractor shall be required to retain any records necessary to document the charges for the services to be performed under this Agreement and make such records available to the City for inspection at the City's request for a period of not less than four (4) years.

14. ENTIRE AGREEMENT

This document, including all Exhibits and Attachment One, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Santa Rosa City Code.

15. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. WAIVER

Neither City acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

17. ENFORCEMENT OF AGREEMENT

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court located in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

18. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor and Contractor's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

19. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided

elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 19 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

City

Brandalyn Tramel
Purchasing Agent
635 First Street, 2nd Floor
Santa Rosa, California 95404
Phone: (707) 543-3706
btramel@srcity.org

Contractor

Wayne Lewis
Project Manager
21808 Golden Pines Ct
Auburn, CA 95602
Phone: (916) 342-6137
wlewis@summitpipelines.com

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to the City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

22. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONTRACTOR:

Summit Pipelines Inc.

CITY OF SANTA ROSA
a Municipal Corporation

TYPE OF BUSINESS ENTITY:

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: Tom Schwedhelm

Title: Mayor

Signatures of Authorized Persons:

By:  _____
Aaron Clark (Oct 27, 2020 08:00 PDT)

APPROVED AS TO FORM:

Print Name: Aaron Clark

 _____
Jessica Mullin (Nov 2, 2020 10:31 PST)

Office of the City Attorney

Title: President

By:  _____
Anthony french (Oct 27, 2020 08:05 PDT)

ATTEST:

Print Name: Anthony French

City Clerk

Title: CFO

City of Santa Rosa Business Tax Cert. No.

_____06526077_____

Attachments:

Attachment One - Insurance Requirements

Exhibit A Scope of Services, includes:

Exhibit A-1: Technical Specifications

Exhibit A-2: Roseland Storm Drain Pipe Maps

Exhibit A-3: Phases 1 & 2 Identification

Exhibit B - Compensation

Exhibit A
Scope of Services

Exhibit A-1: Technical Specifications**ROSELAND CCTV INSPECTION PROJECT****12 TEMPORARY TRAFFIC CONTROL****12-1 General**

12-1.01 General: Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Special Provisions, the Standard Specifications, the current Edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), the Americans with Disabilities Act (ADA) and as directed by the Engineer.

12-1.02 Flagging Costs: The first paragraph of Section 12-1.03, "Flagging Costs" is amended to read:

The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under the provisions in Section 7-1.03, "Public Convenience", and Section 7-1.04, "Public Safety", shall be considered as included in the contract lump sum price paid for traffic control and no additional allowance will be made therefor.

12-2 Traffic-Handling Equipment and Devices

12-2.01 General: The Contractor shall use the current edition of the CA MUTCD published by Caltrans in lieu of a traffic control plan when a traffic control plan is not required based on the conditions outlined in this technical specification. The Contractor shall submit a traffic control plan to the Engineer for locations where the full width of the traveled way will be impeded, and traffic control needed (e.g. areas within the roadway not designated as public parking areas). The Contractor shall submit the traffic control plan(s) to the Engineer for approval no less than ten working days prior to the anticipated start of the work requiring a traffic control plan(s). Work impeding the regular traffic flows, or work that partially blocks the travel way resulting in the need to take an entire travel lane, will not be allowed until the traffic control plan is approved by the Engineer.

12-3 Maintaining Traffic**12-3.01 Maintaining Traffic:**

1. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding designated legal holidays, and when operations are not actively in progress; unless work has specifically been authorized in writing by the Engineer. Any work to be performed outside the designated hours of 8:30 a.m. and 4:00 p.m. is required to be authorized in writing by the Engineer prior to work being performed.
2. The location of traffic control signing, barricades, and other facilities shall be monitored frequently (four to five times per day) by the Contractor to verify their

proper location. All traffic signal and other traffic control devices shall be maintained at all times.

3. The Contractor shall conduct his operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business, multiple dwelling units and residences adjacent to the work. The Contractor shall notify the Engineer of his planned work at least five working days, or as otherwise stated in these technical specifications, in advance to allow the Engineer time to notify residents and businesses if notification to residents and businesses is deemed necessary by the Engineer.
4. The Contractor shall maintain vehicle access to homes and other properties at all times while work is in progress. Attention is directed to Section 7-1.03, "Public Convenience". **Full access shall be provided to all driveways during non-working hours.**

12-3.02 Closure Requirements: Attention is directed to Section 7-1.03, "Public Convenience", to Section 5-1.05, "Order of Work," of these Special Provisions.

Lane closures will be permitted between the hours of 8:30 a.m. and 4:00 p.m., or as listed in the traffic control plan approved by the Engineer. Only one lane at a time may be closed and no lanes shall be closed at any other hours unless specifically approved by the Engineer. The Contractor shall maintain vehicle access to homes and other properties at all times while work is in progress.

The Contractor shall not park construction vehicles, contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and the Contractor shall maintain access to private parking lots within the block where work is in progress. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

The Contractor shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at 543-3535 **and** the Communications Center at 543-3666 **daily** to report any traveled way closure. This means immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

Where necessary, and only after receiving written approval from the Engineer, the Contractor may temporarily suspend curb side parking in their immediate work zone. The Contractor shall request such approval from the Engineer no less than five working days prior to the intended work so that the Contractor may notify businesses and residents at least 72 hours prior to work in the affected areas. The Contractor shall hand deliver the notifications to the affected businesses and residents.

Notification shall be as follows:

1. A notice placed on the front door of each home or business where curb side parking will be suspended and attempt made to notify each business or resident verbally that work will be underway within the block and that curb side parking will be suspended during stated working hours and request that vehicles be parked out of the roadway by 8:00 a.m. Service of notice shall not bar use of cars within the block, as individual plans change and emergencies arise.

2. Type 1 barricades shall be placed by the Contractor adjacent to the curb where parking will be suspended with a notice posted on the barricade stating specific dates and times that curb side parking will be temporarily suspended. If work will not take place in the posted area, the Contractor shall remove "No Parking" notices.

The Contractor shall maintain vehicle access to all homes and other properties along the work zone.

Cross streets will require maintenance of at least one-half (1/2) width of each street for traffic purposes, unless a parallel route is approved by the Engineer. Flagging will only be allowed between the hours of 8:30 am and 4:00 pm unless approved as part of the traffic control plan(s) by the Engineer.

Barricades and flaggers shall be positioned to allow safe turns at intersections and curves.

12-4 Temporary Pedestrian Walkways

12-4.01 Pedestrian Traffic Control: The Contractor is directed to Chapter 6D, Pedestrian and Worker Safety, in the CA MUTCD, the improvement plans and these Special Provisions.

Pedestrians shall be provided with a safe convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath. At no point along the road shall the sidewalks on both sides of the road be closed at the same time.

The Contractor shall construct and maintain temporary pedestrian pathways through the work zone, where required, that shall be in compliance with the requirements of the Americans with Disabilities Act (ADA), and the CA MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment, or stock piling of materials. Pedestrians shall not be led into conflicts with work site vehicles, equipment or operations.

Pedestrian routes shall be open and accessible at the end of the work day.

12-5 Measurement and Payment

12-5.01 Payment: Traffic Control shall be paid for at the contract lump sum price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in **vehicular and pedestrian** traffic control, including but not limited to, changeable message boards, public notification signs, flagging, barricades, complying with CA MUTCD Standards for Pedestrian Safety, coordination efforts and any other items necessary for vehicle and pedestrian traffic control not specifically enumerated in the plans or these specifications, and no additional allowance will be made therefor.

[Version: 08/16/18 CDA STD2010]

13 WATER POLLUTION CONTROL

13-1 General

13-1.01A: Water Pollution Control shall be performed in accordance with these technical specifications. In addition, construction activities shall comply with:

The current California Regional Water Quality Control Board, North Coast Region Order No. R1-2015-0030 National Pollutant Discharge Elimination System Municipal Storm Water Permit No. CA0025054, commonly referred to as the "Storm Water Permit". A copy of the Storm Water Permit is available for review at the City of Santa Rosa Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA, and at www.srcity.org/stormwaterpermit.

The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook), or an equivalent such as the current California Department of Transportation's (Caltrans) *Construction Site Best Management Practices (BMP) Manual* (Caltrans' BMP Manual). BMPs shall be selected, installed and maintained in accordance with the latest edition from the source selected. A copy of the CASQA handbook can be viewed at the City of Santa Rosa Department of Transportation and Public Works office at 69 Stony Circle, Santa Rosa, CA or downloaded (fee required) from CASQA, <http://www.casqa.org/>.

13-2.01 Description:

The Contractor shall be responsible for maintaining a construction site that complies with all applicable Best Management Practices (BMPs) listed herein at a minimum. If the City determines additional BMPs are required to achieve compliance with State and local water quality regulations and the Contractor has complied with all applicable BMPs listed herein, the Contractor shall proceed as directed in a written order as their first order of work under a force account. If the City determines additional BMPs are required and the Contractor has not complied with all applicable BMPs listed herein, the cost of additional BMPs shall be borne by the Contractor and no additional compensation will be paid. The Contractor shall be responsible for any and all fines and civil actions as a result of their failure to comply with the requirements of this Section.

The Contractor's employees and Subcontractors shall receive storm water pollution prevention training on site that cover all applicable required Best Management Practices specific to this project including spill prevention, spill cleanup, the BMPs listed in Section 13-2.03 and 13-2.04 and the State Municipal and Construction storm water permit regulations in general. If requested the Contractor shall provide documentation of the training that includes the date, topic covered and the attendees.

All BMPs shall be selected, installed and maintained in accordance with the latest edition of the CASQA Handbook for Construction.

13-2.02 Water Pollution:

The Contractor shall prevent discharge of all potential pollutants including, but not limited to, petroleum products, solid wastes and construction chemicals. The Contractor shall submit a water pollution control plan that shall include a spill contingency plan that establishes procedures that will be followed in the event of a spill of potentially hazardous, toxic or polluting materials. The plan must include emergency phone numbers. The water pollution control plan shall **briefly** describe how the Contractor will comply with all applicable minimum BMPs listed in Sections 13-2.03, 13-2.04 and any additional BMPs shown on the plans and include a copy of the CASQA BMP fact sheet. The water pollution control plan shall be submitted for review at least two weeks prior to implementation and shall be kept on site during construction.

The following contacts shall be listed in the water pollution control plan:

- Santa Rosa Police Dept. (707)543-3666;
- REDCOM (707)568-9533 for Fire, medical and hazardous waste emergencies;
- City of Santa Rosa Department of Transportation and Public Works (707)543-3800 (after hours 707-543-3805) for Spill or discharge of non-storm water;
- Regional Water Quality Control Board (707)576-2220 for Discharges to storm drains or creeks.

If a spill occurs on the construction site and the Contractor does not take immediate and adequate steps to contain and clean up the spill, especially if rain is threatening or if a discharge to a storm drain or creek could occur, the City shall have the right, in its sole and absolute discretion, to clean up the spill using City staff or an independent contractor. The cost of any such clean up, in addition to recovery of any penalty or fine imposed upon the City, plus an administrative charge of fifteen percent (15%) of the costs incurred by the City, shall be immediately due and payable by Contractor and may be deducted from any amounts owing Contractor hereunder. In the event there are insufficient amounts owing Contractor hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same, including but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this Section are intended to be in addition to and not in lieu of any charges imposed by the City against Contractor under Santa Rosa City Code Chapter 17-12, "Storm Water".

The following materials are available for Contractor's reference at the City of Santa Rosa Transportation and Public Works Department front counter, 69 Stony Circle, Santa Rosa:

- CASQA Storm Water BMP handbook Portal: Construction;
- City of Santa Rosa Storm Water Best Management Practices Brochures (set of 7). Specifically:
5 - General Construction and Site Supervision
- City of Santa Rosa City Code Chapter 17-12, "Storm Water".

13-2.03 Minimum Required Best Management Practices (BMPs):

The BMPs outlined in the section below shall be implemented at a minimum. The number provided in the parenthesis in the text in this section correspond to the numbering used in the CASQA Handbook for Construction.

1. Spill Control

Appropriate equipment and materials necessary for control of spills shall be available on site. Spills and leaks shall be stopped, and the material cleaned up immediately and disposed of properly. Prevent oil, grease, or fuel from leaking on the ground, into the storm drains or surface waters. (WM-4)

2. Trash Management

The Contractor shall keep the work site, staging areas, and other areas used in a neat and clean condition, and free from any accumulation of trash or rubbish. The Contractor shall dispose of all trash, rubbish and waste materials of any kind generated by the contractor, subcontractor or any company hired by the Contractor on a daily basis. The Contractor shall also keep roads free from dirt, rubbish, and unnecessary obstructions resulting from site operation. Disposal of all trash, rubbish and debris materials shall be placed in a covered waste receptacle or disposed of daily off site, in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable laws and regulations. Waste receptacles shall be covered at the end of every day and during rain events. (WM-5)

3. Sanitation Facilities

Ensure the containment of sanitation facilities, if used or supplied, (e.g., portable toilets) to prevent discharges of pollutants to the storm water drainage system, roads or receiving water. Sanitation facilities must be maintained periodically by a licensed service to keep them in good working order and prevent overflows. Portable toilets are required to have secondary containment. (WM-9)

4. Vehicle Maintenance

Vehicle and mechanical equipment maintenance shall not be performed at the Project site.

13-2.04 Payment:

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Revised: 12/15/16 CDA STD2010]

SECTION 79. CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF STORM DRAINS

79-1.01 Description

The Contractor shall perform a CCTV inspection of the inside of storm drainpipes in accordance with these Special Provisions. The pipes to be inspected are shown on Exhibit B, in the back of these Special Provisions. Pipe sizes will range from 10" through 66" in diameter. All CCTV work shall conform to current National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards.

79-1.02 Access

Some structures are in easements and it will be the Contractor's responsibility to notify and coordinate with the property owner or tenant to gain access to these easements. In some areas vehicular access to storm drain structures may not be possible; the Contractor shall then use upstream or downstream structures or indirectly through lateral structures to gain video access to these areas.

Some structures may have damaged lids that cannot be opened or if opened may not close properly. The Contractor shall use an upstream or downstream structure to gain access or move their operation to a different pipe. Damaged structures shall be noted on the map and the project Inspector/Engineer shall be promptly notified.

The Contractor may need to post "No Parking" signs in advance of their work at points of access to the storm drain. Attention is directed to Section 12, Temporary Traffic Control.

The Contractor shall not submit claims for delays caused by inaccessibility.

79-1.03 Schedule

Important – The Contractor shall submit to the Engineer a proposed work schedule a minimum of 2 weeks prior to beginning work. The schedule shall list the streets to be televised by date. **The Contractor shall schedule the pipes on Sebastopol Road and on Stony Point Road as the first items to be CCTV.** The order of CCTV inspection shall be as follows:

1. CCTV inspection of pipes on Sebastopol Road, beginning on Exhibit B - Map 1, finishing on Map 5. These pipes are also marked as "Phase 1 pipes" on the "Roseland Storm Drain CCTV" map in Exhibit B2.
2. CCTV inspection of pipes on Stony Point Road, beginning on Exhibit B - Map 1, to Map 7, to Map 12, to Map 17, finishing on Map 22. These pipes are also marked as "Phase 2 pipes" on the "Roseland Storm Drain CCTV" map in Exhibit B2.

Revisions to the schedule shall be approved by the Engineer.

All video inspections must be preceded by a minimum of 5 days of dry weather.

The digital inspection footage and inspection report shall be submitted to the Engineer within 30 calendar days after the completion of the field portion of the CCTV inspections.

79-1.04 Location

The storm drain pipes to be CCTV inspected are shown on Exhibit B. The location maps have been created using the best available information. If the Contractor encounters storm drainpipes or structures that do not match those shown on the map, they will sketch the true configuration on the location maps. New structures will be designated by the map number + next available letter (e.g. 05-C). The CCTV display will display these new structure designations when they are encountered and be noted on the run reports.

79-1.05 Cleaning

The City's Transportation and Public Works Street Maintenance Division will clean all storm drains in advance of CCTV inspections. Some debris may be left in the pipe and require a further cleaning to allow sufficient visibility to inspect. If further cleaning is needed the Contractor shall promptly notify the project Inspector/Engineer that further cleaning is needed. The Contractor shall then move their operation to a different storm drain system and continue their work until the City recleans the pipes. If a pipe cannot be properly cleaned the City will notify the Contractor which pipes they are, and decide whether to proceed with CCTV inspection or remove it from the contract.

79-1.06 Equipment

The camera adjustments shall be set to produce a clear, sharp picture of the internal conditions within the storm drain. The camera lens shall be cleaned prior to each deployment in the storm drain. A television picture with interferences, lines, blurry vision or distortions will not be acceptable. Digital video shall of all inspections shall be submitted to the Engineer via a digital format that is compatible to be uploaded to ITpipes and a copy of the data supplied to the City of Santa Rosa via an internet cloud-based platform., together with an inspection report in pdf format of each run. Additionally, the digital CCTV data shall meet the following requirements in order to be compatible with ITpipes:

1. NASSCO v7 PACP data exchange export file for CCTV and containing the complete project.
2. Each observation is required to have at minimum one snapshot associated showing the defect and each snapshot shall be referenced inside the PACP file.
3. Video shall be inside an h.264 video format and referenced inside the PACP file.
4. The video titler/overlay display shall have an initial start screen, inspection

Television equipment, if determined to be unsatisfactory by the Engineer, shall be removed from the job site and replaced with acceptable equipment at no additional cost.

Camera movement means, rotational and panning abilities, and pace shall meet NASSCO PACP standards.

Video and picture quality shall be a minimum of HD-1080p.

necessary cost to retrieve said equipment including dig ups.

The camera shall stop at all structures, connections, including blind connections, or defects (cracks, sags, bad joints, etc.) for a period of at least 10 seconds and be noted on the report. The camera will be panned or tilted toward the connection or defect so that any portion of the connection or defect that is visible from within the pipe or structure can be completely inspected.

An inspection report shall be made for each pipe run and shall comply with NASSCO PACP standards.

The digital inspection footage and report shall be delivered together to the Engineer and become the property of the City of Santa Rosa.

79-2.01 Measurement

Length of CCTV pipe inspection to be paid shall be the distance measured from center of structure to center of structure, along the pipe alignment. There will be no deduction in the length of CCTV measured if the pipe requires additional CCTV inspection after additional cleaning.

79-2.02 Payment

CCTV inspection of storm drain pipes shall be per lineal foot of storm drain pipe, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in CCTV televising of storm drain pipes including production and delivery of video and inspection report files, on an approved digital storage device, and providing updated markups of location maps, to the Engineer and no additional compensation will be made therefor.

121 NOTIFICATION

121-1.01: The Contractor shall notify the Engineer of any work to be performed on any given work day either on the afternoon of the prior working day or before 8:30 a.m. on the given working day. Any work completed for which the Engineer has not received prior notification of its scheduling MAY NOT BE ACCEPTED FOR PAYMENT.

121-3.01 Payment: Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

[Version: 10/13/14-CDA STD2010]

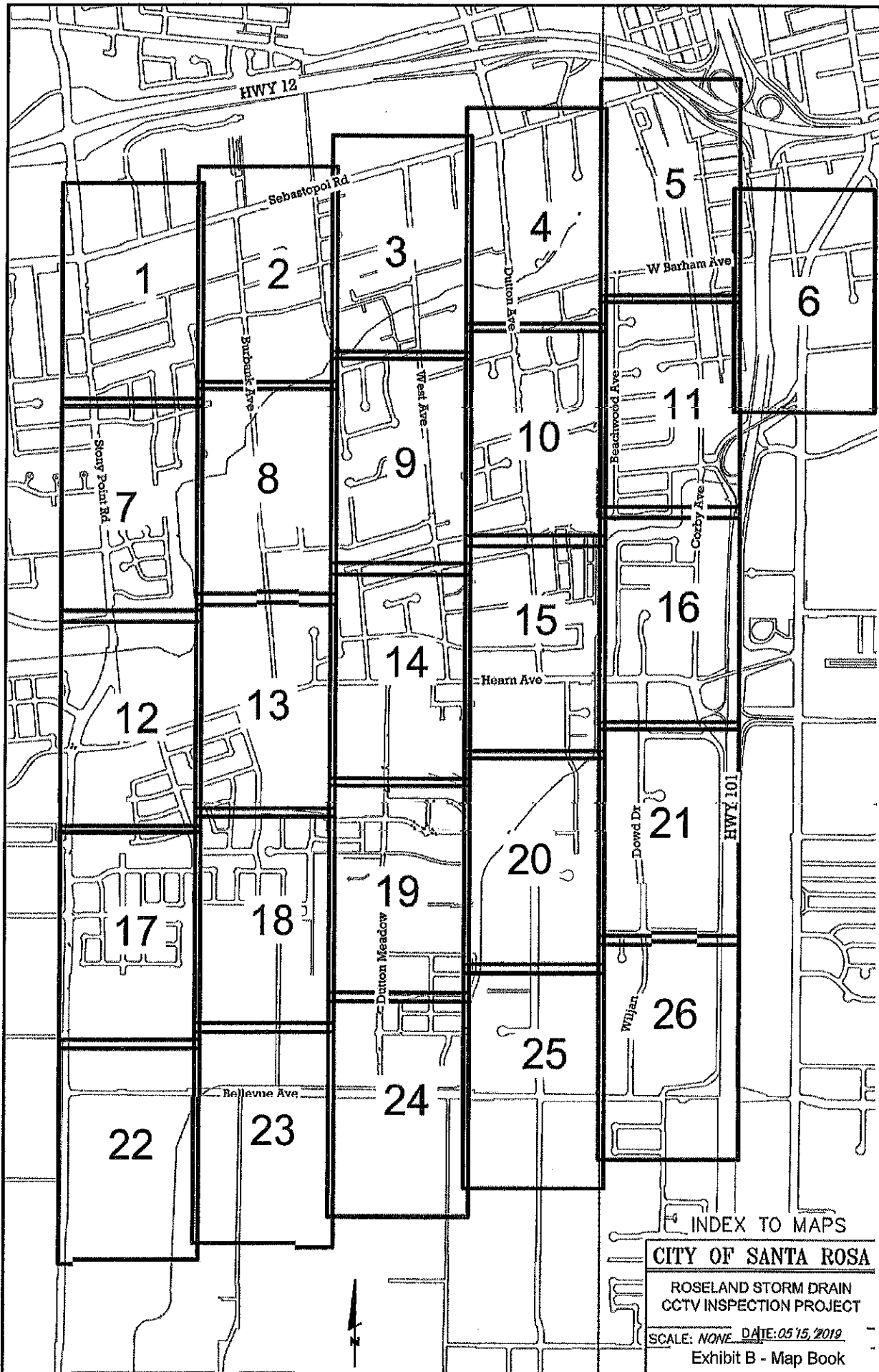






Exhibit B - Map 2

C-02274



Exhibit B - Map 3

C-02274

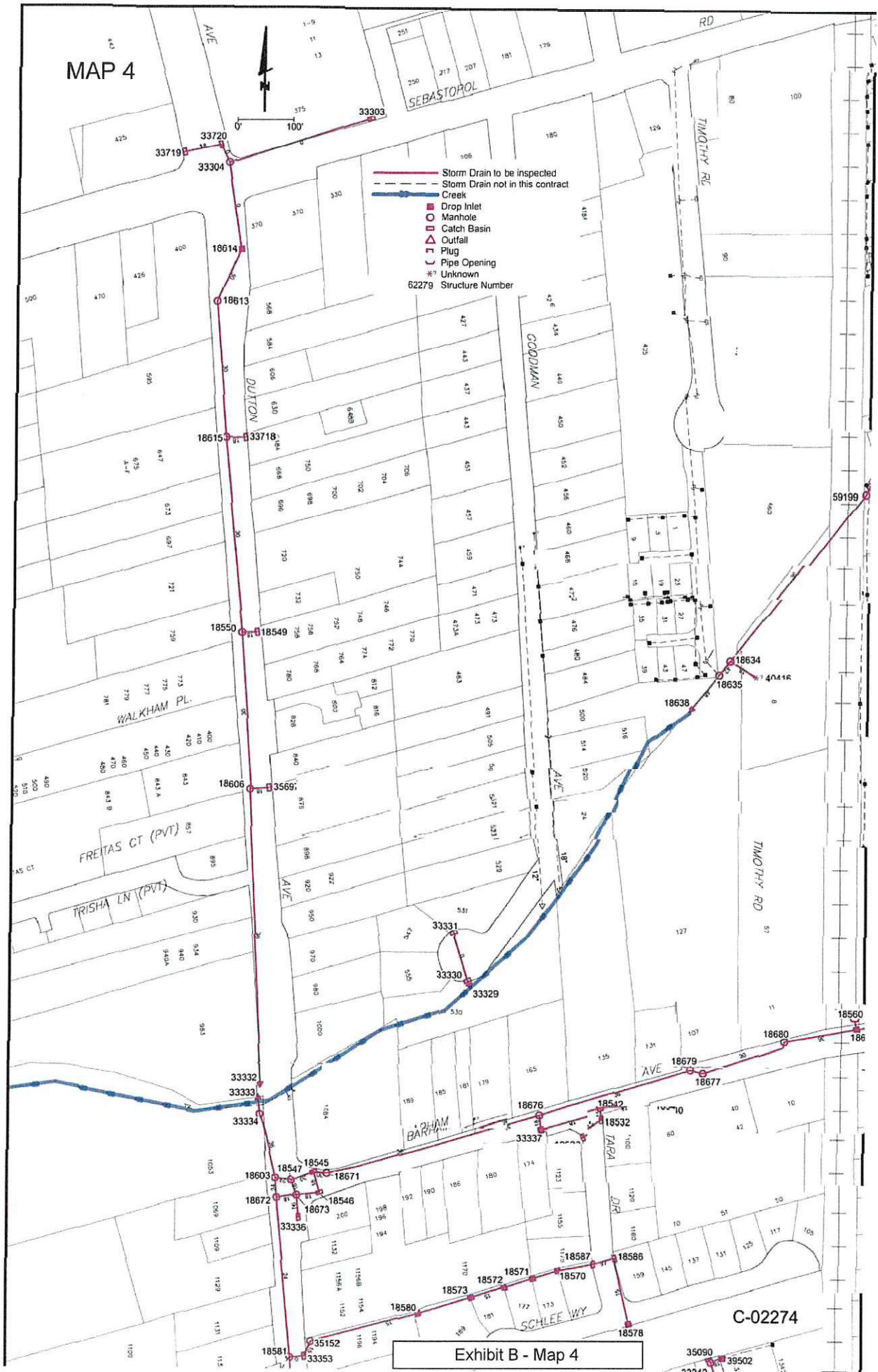
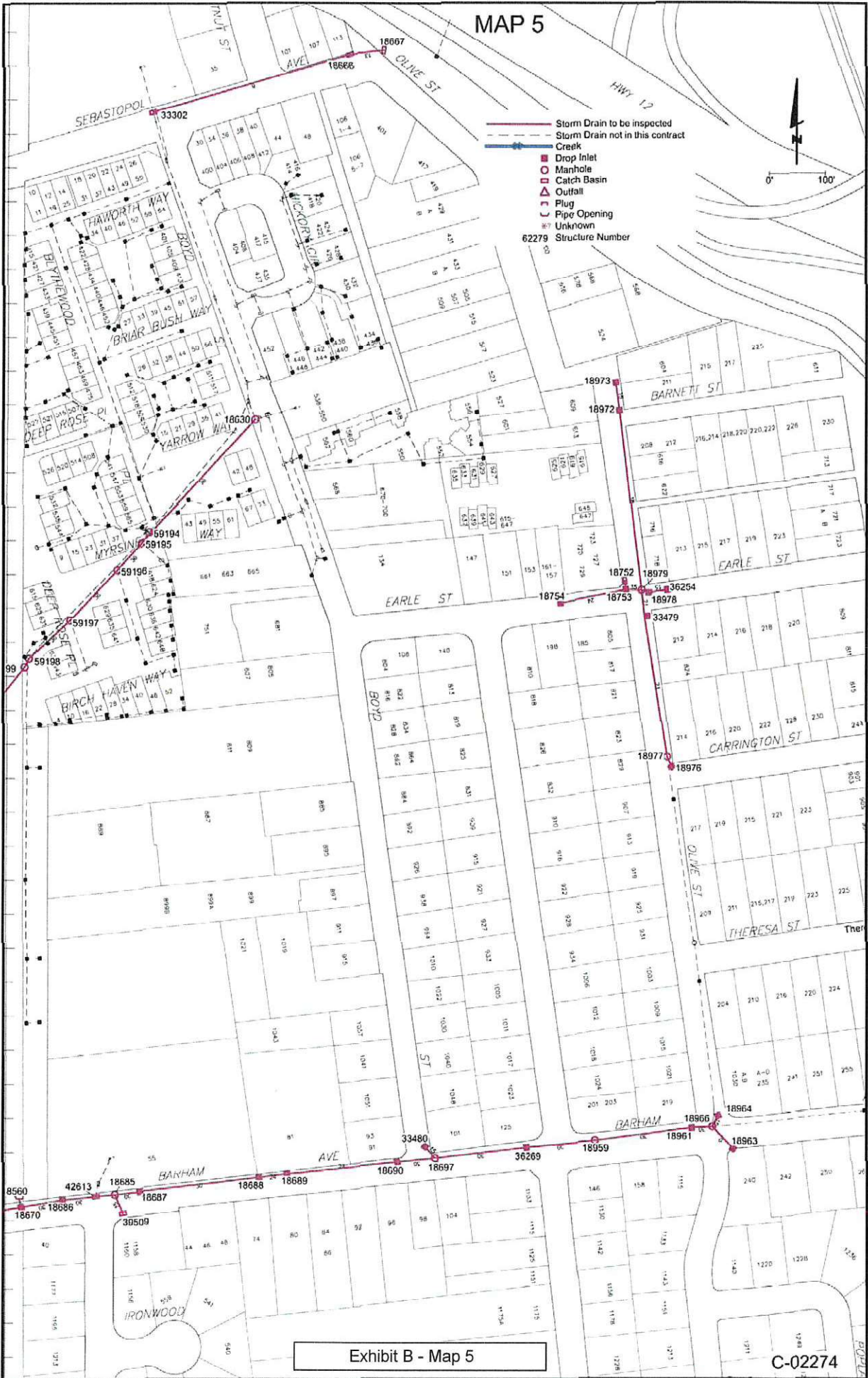
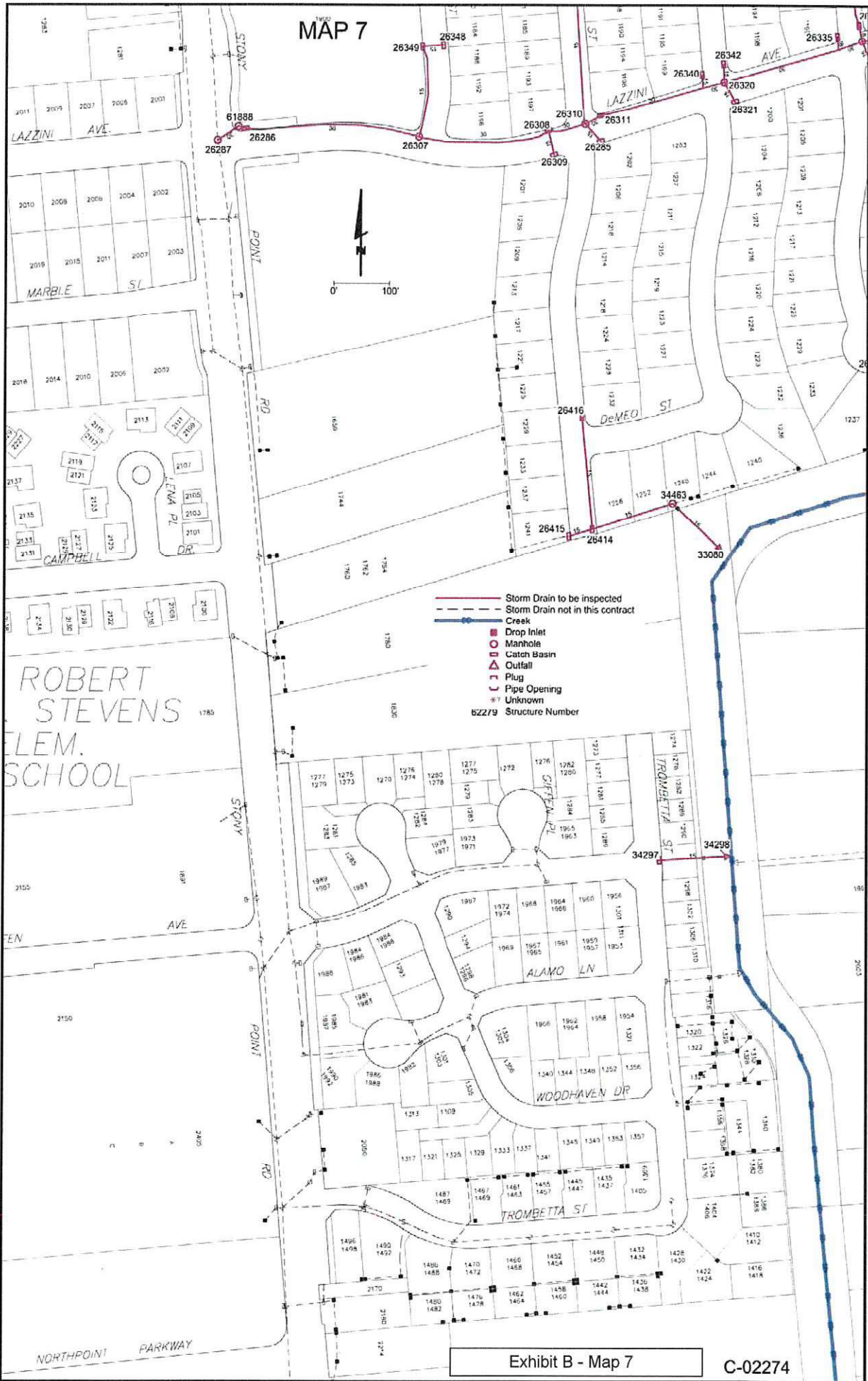


Exhibit B - Map 4







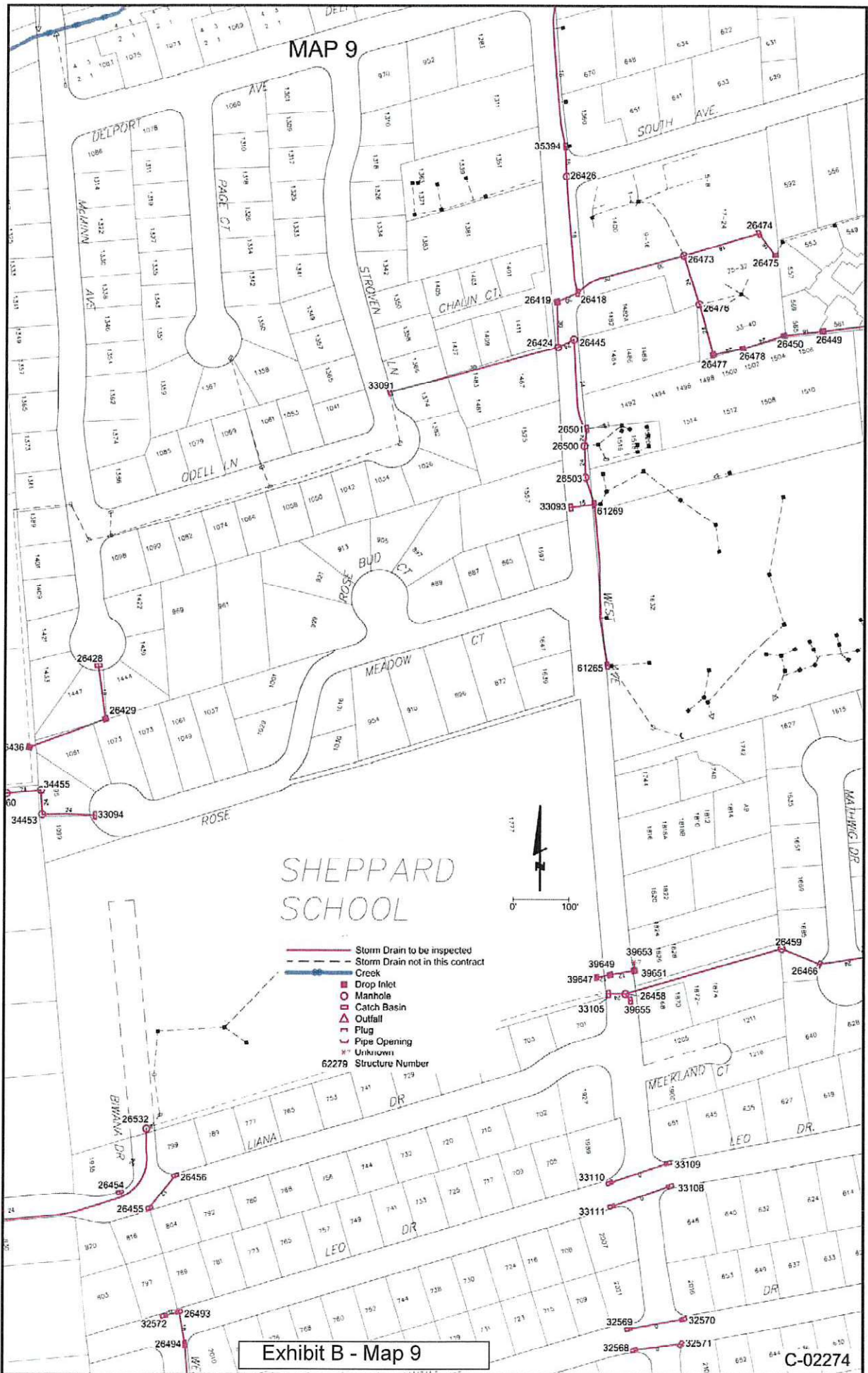


Exhibit B - Map 9

C-02274



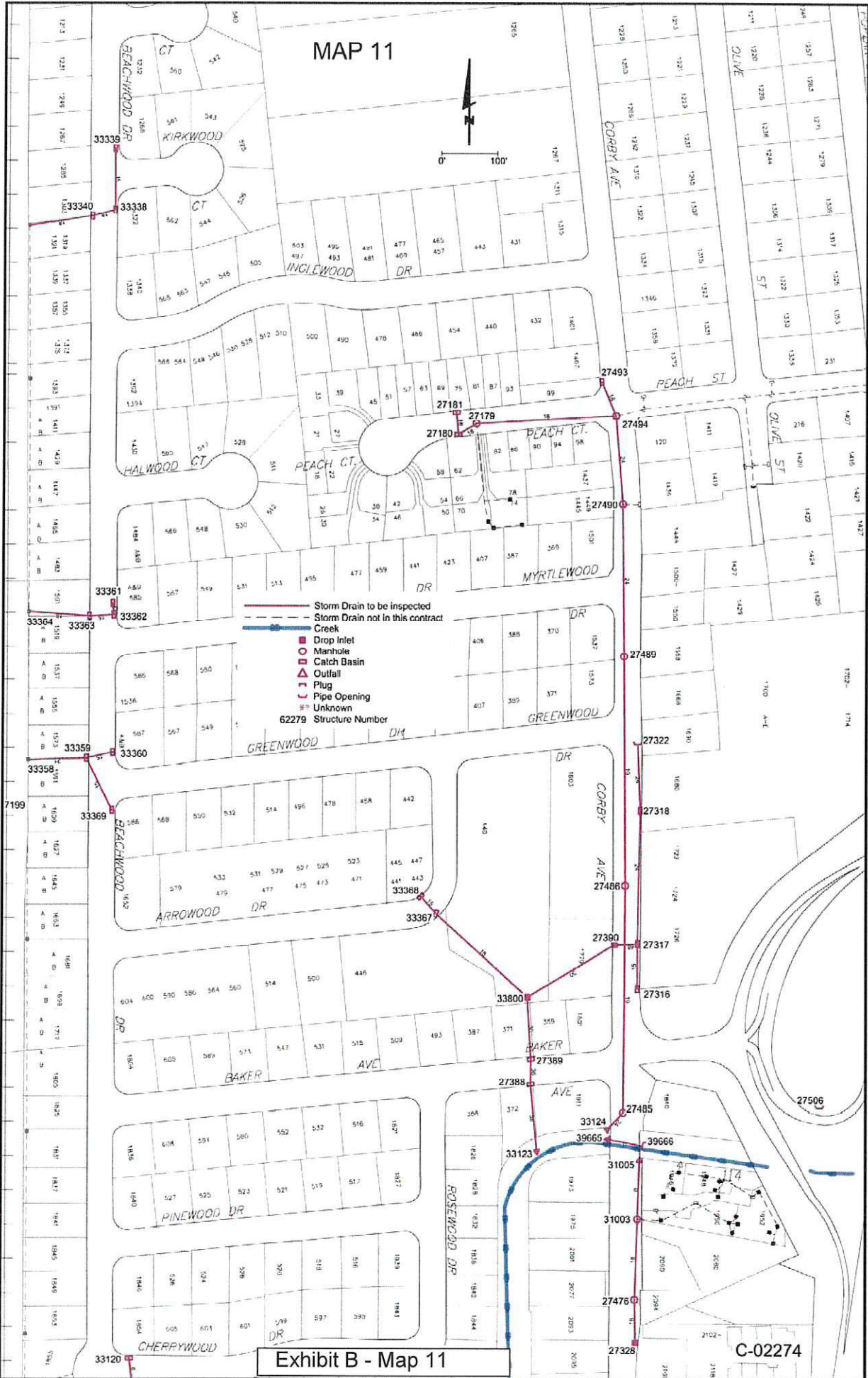


Exhibit B - Map 11

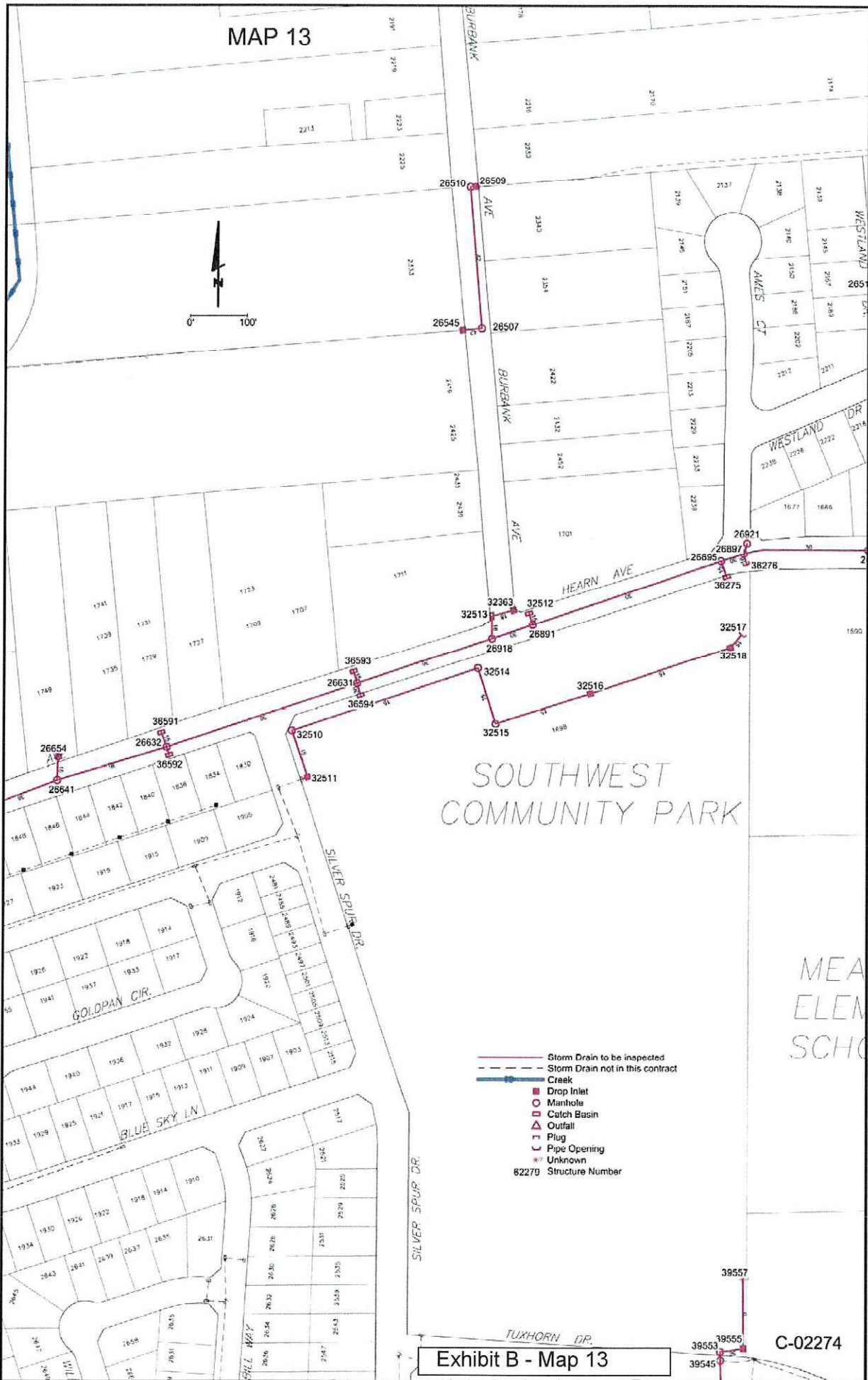


Exhibit B - Map 13

C-02274

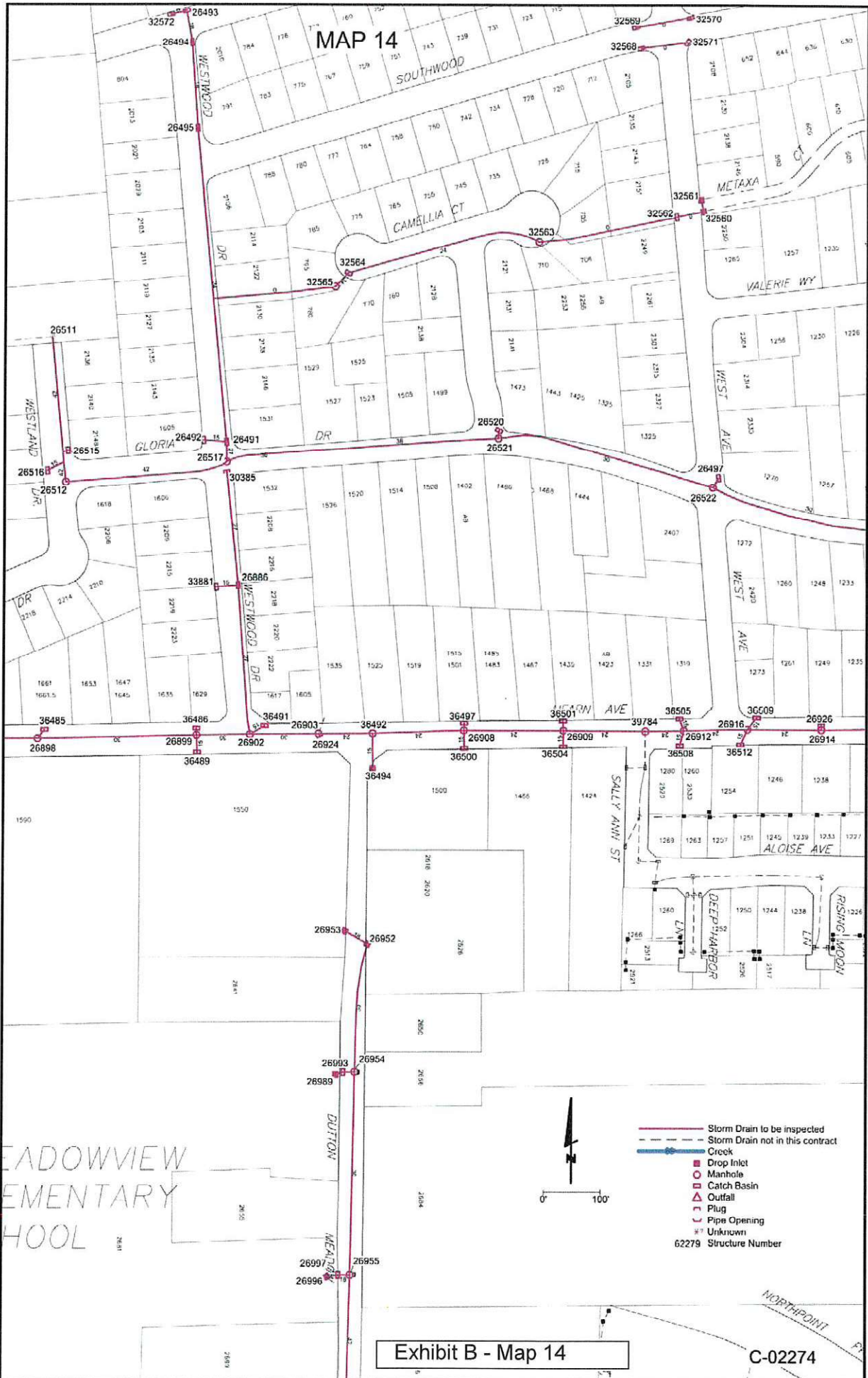
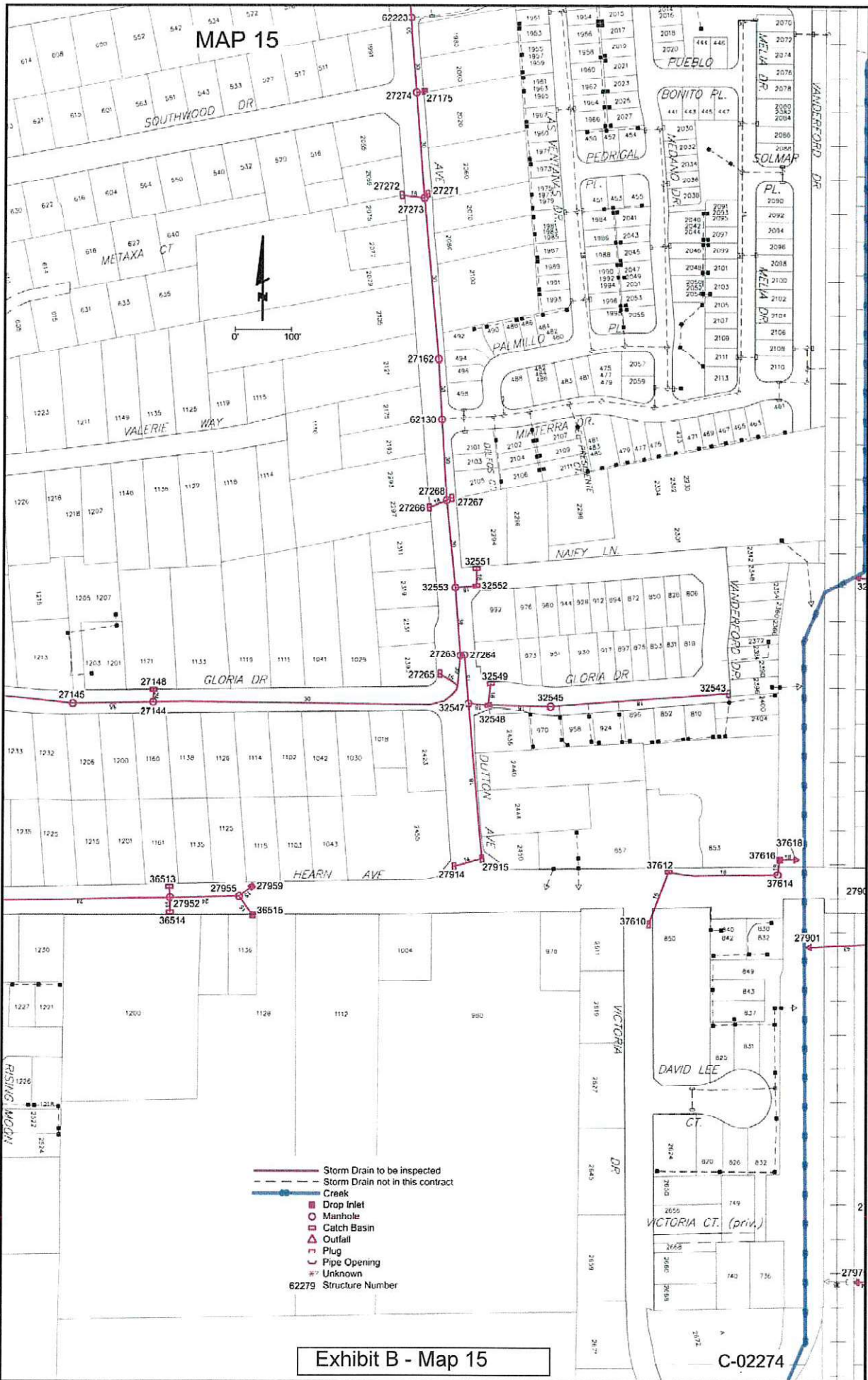


Exhibit B - Map 14

C-02274





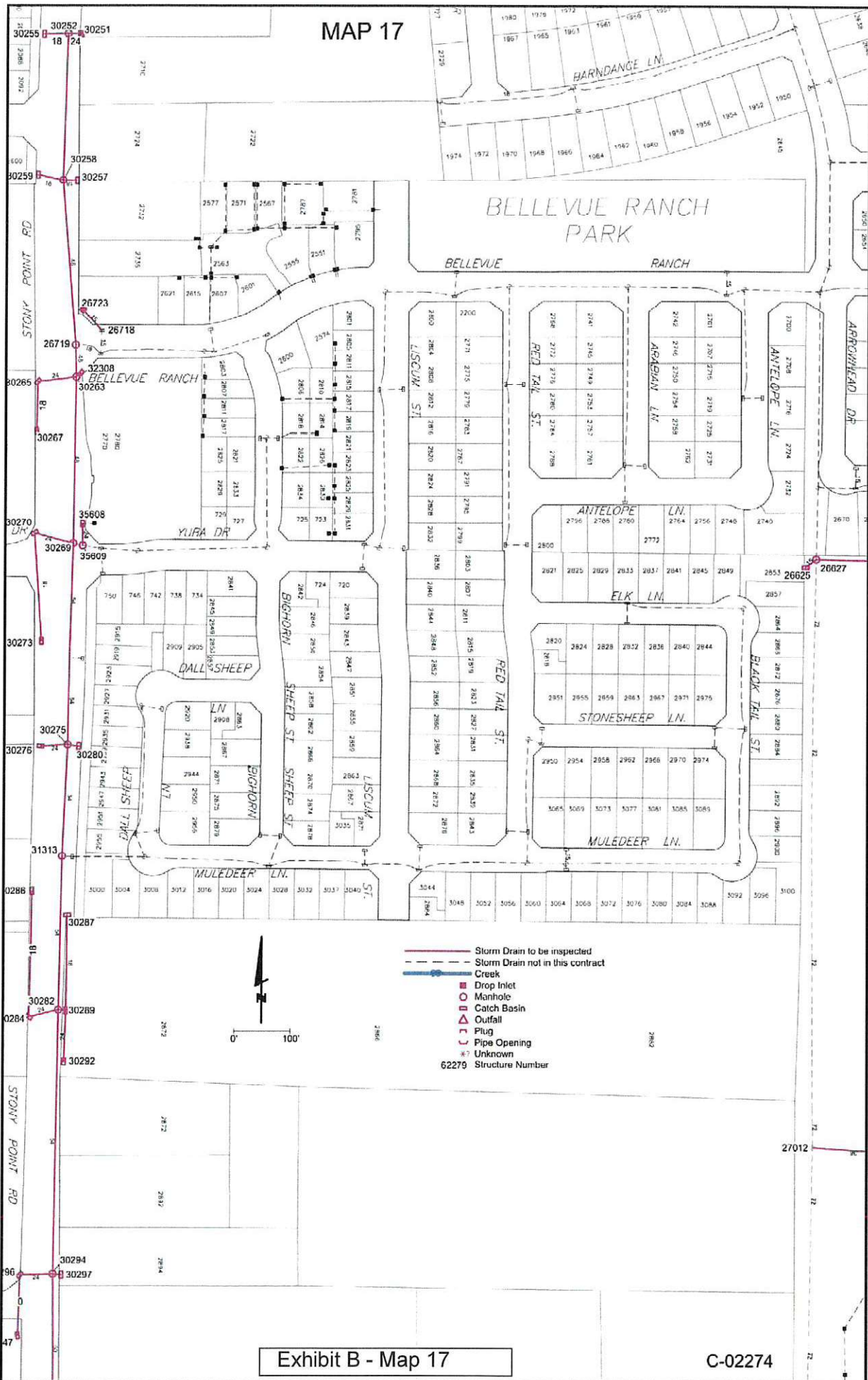


Exhibit B - Map 17

C-02274

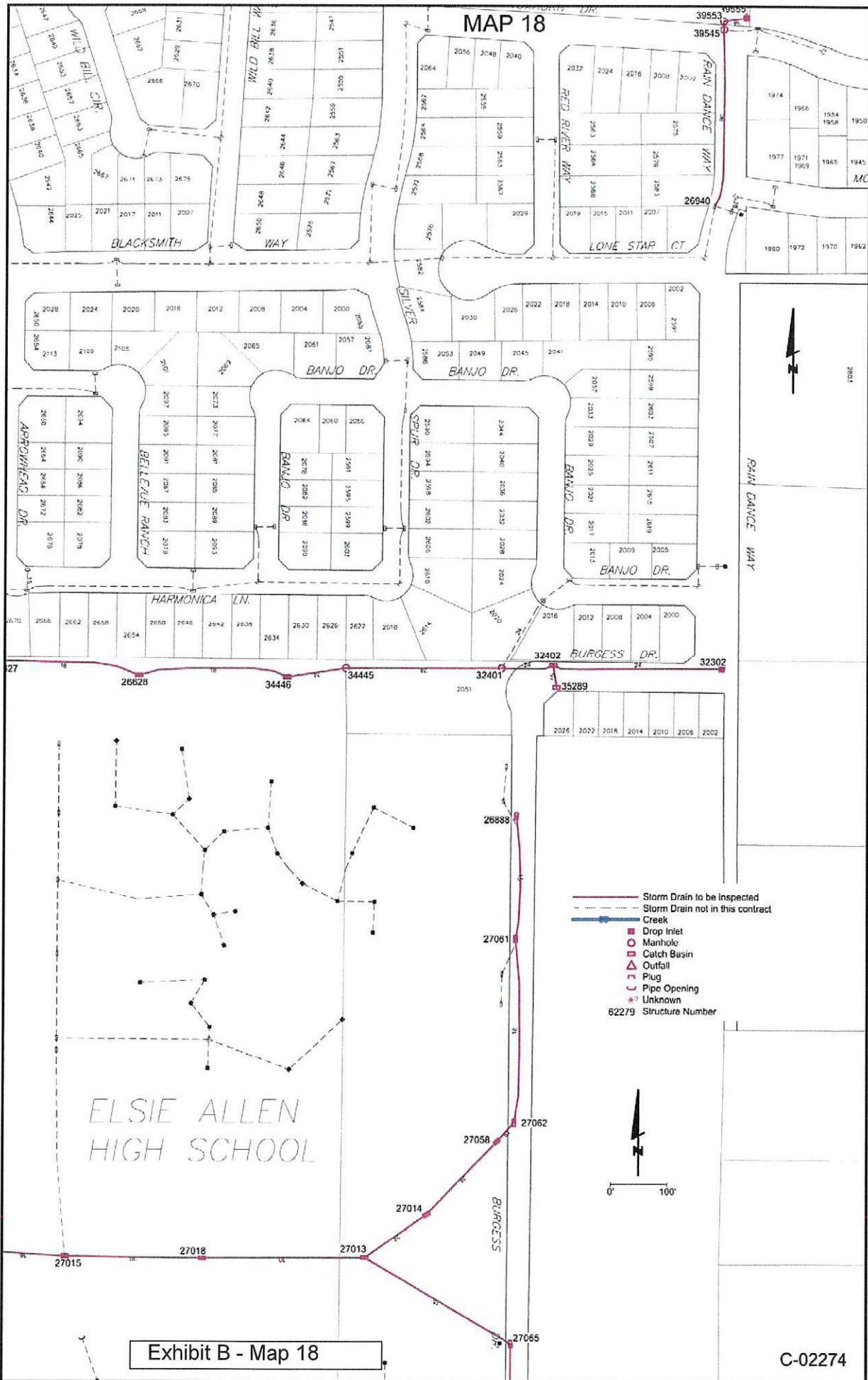
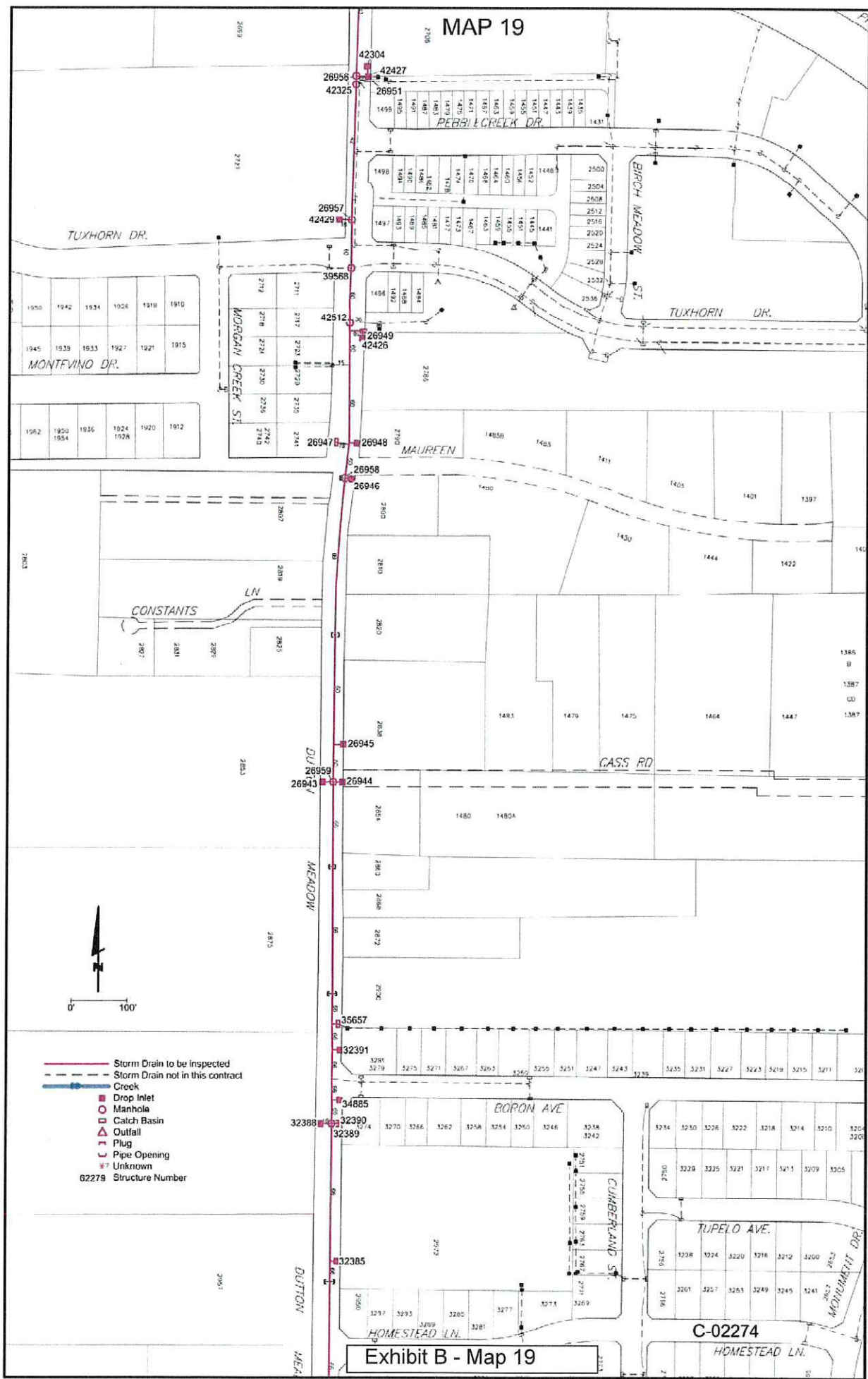


Exhibit B - Map 18

C-02274



MAP 20

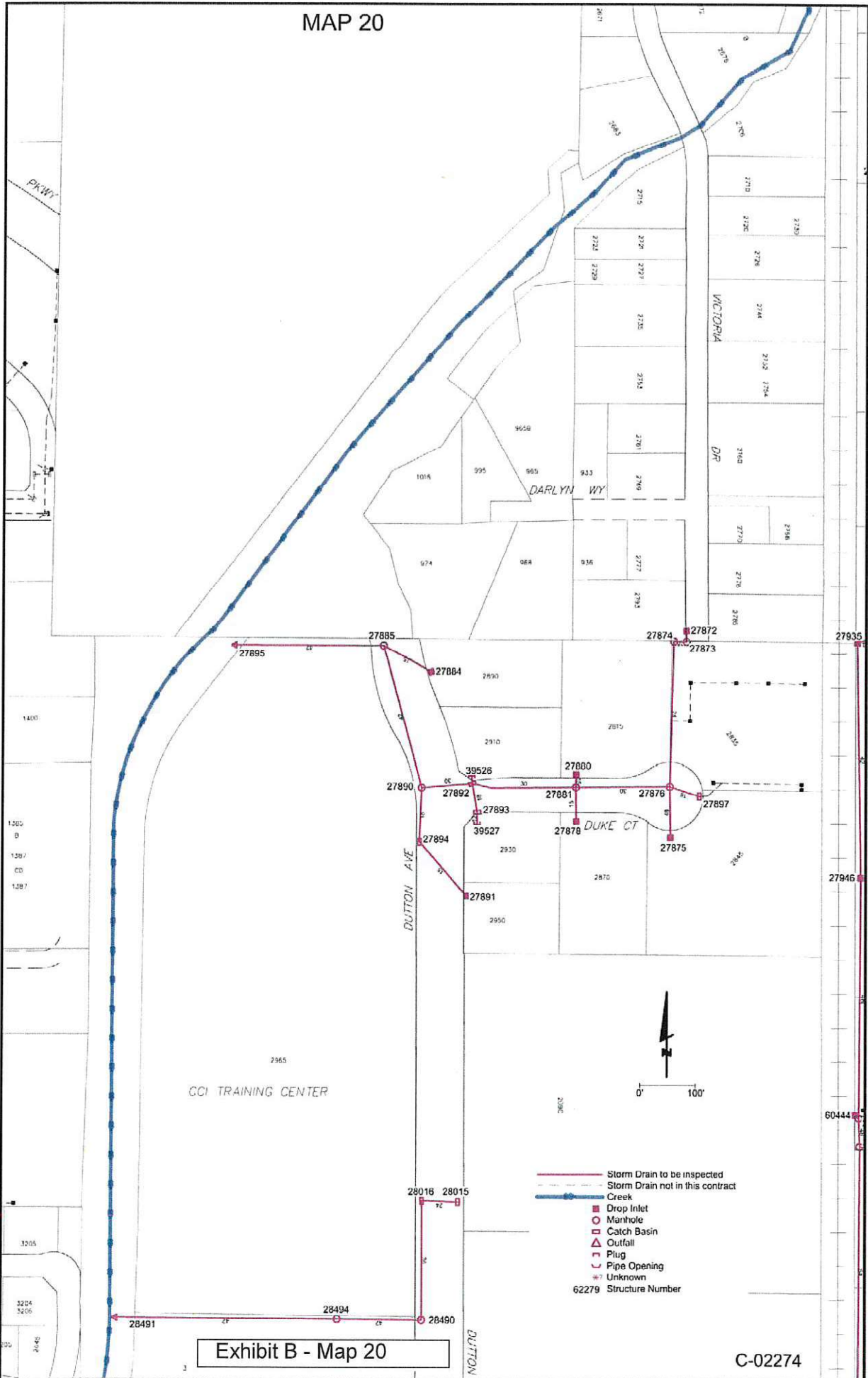
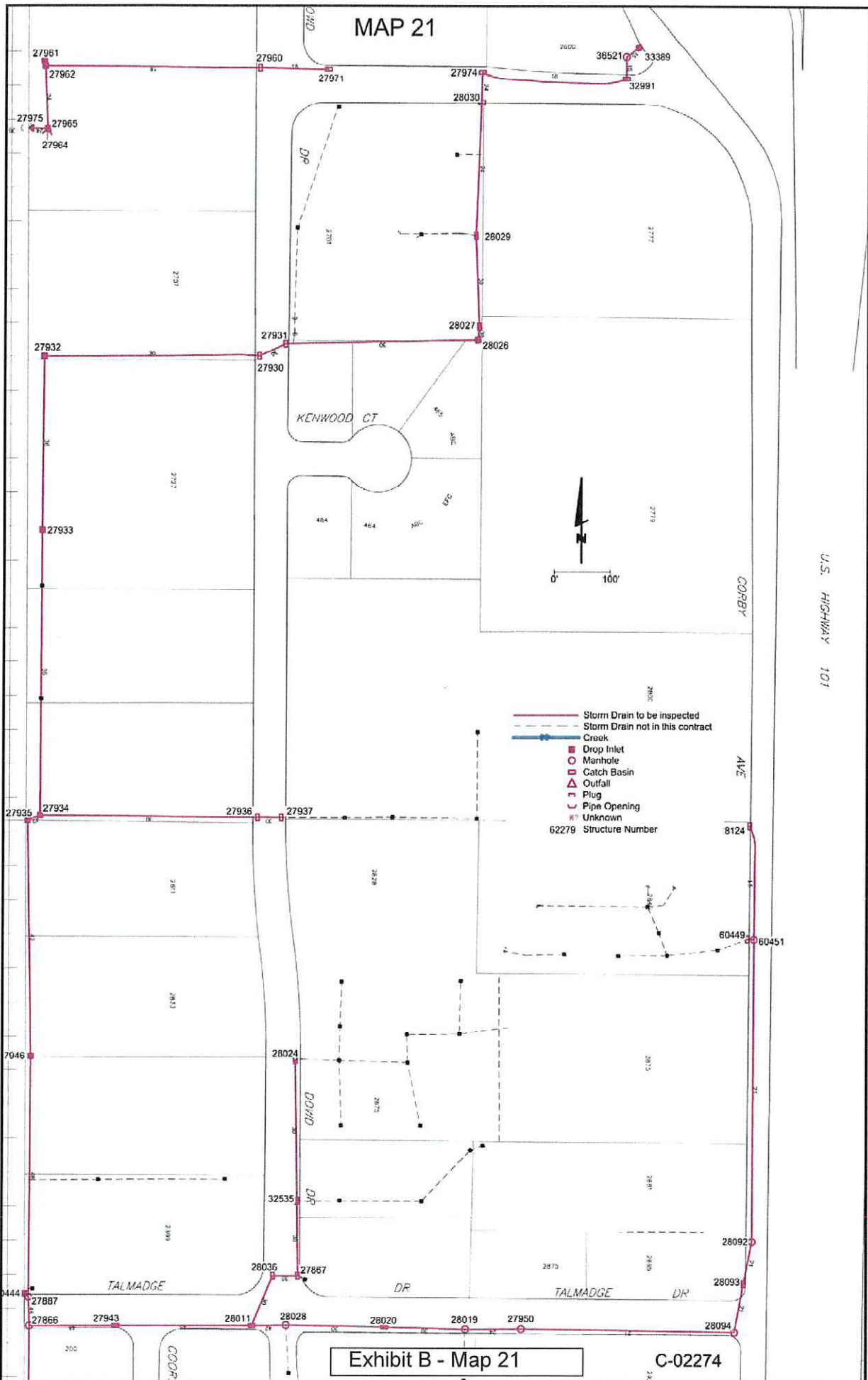


Exhibit B - Map 20

C-02274



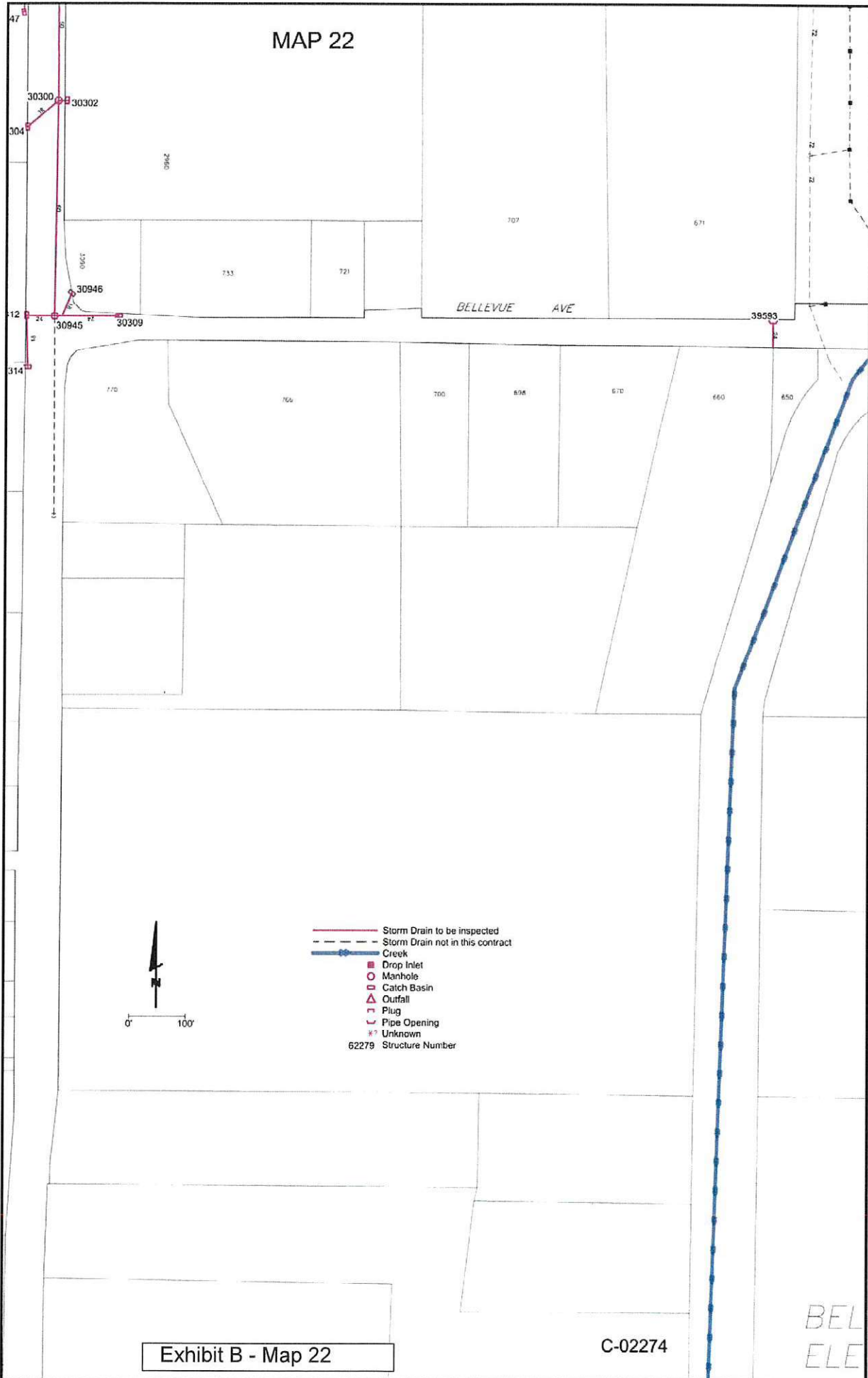




Exhibit B - Map 23

C-02274

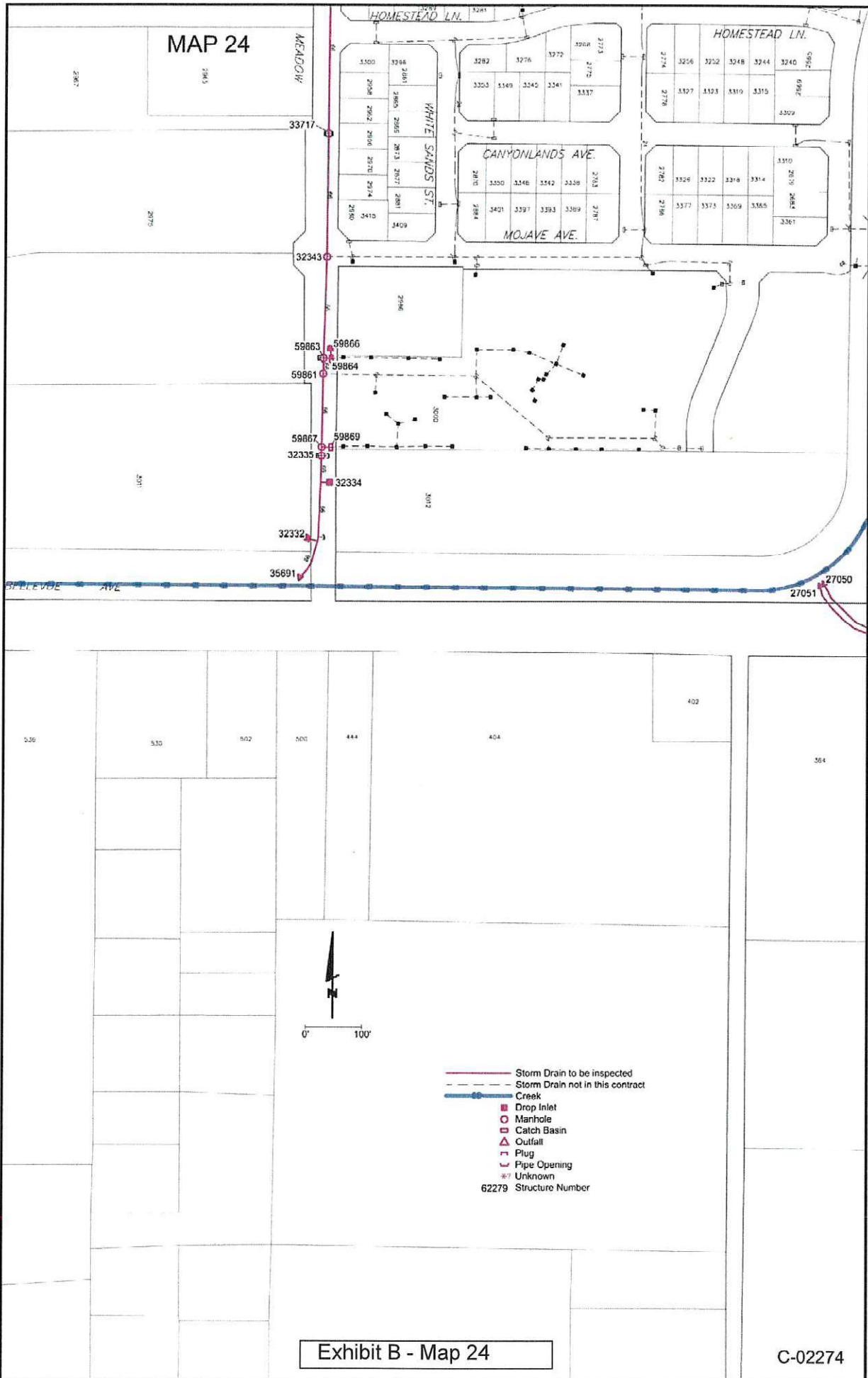


Exhibit B - Map 24

C-02274

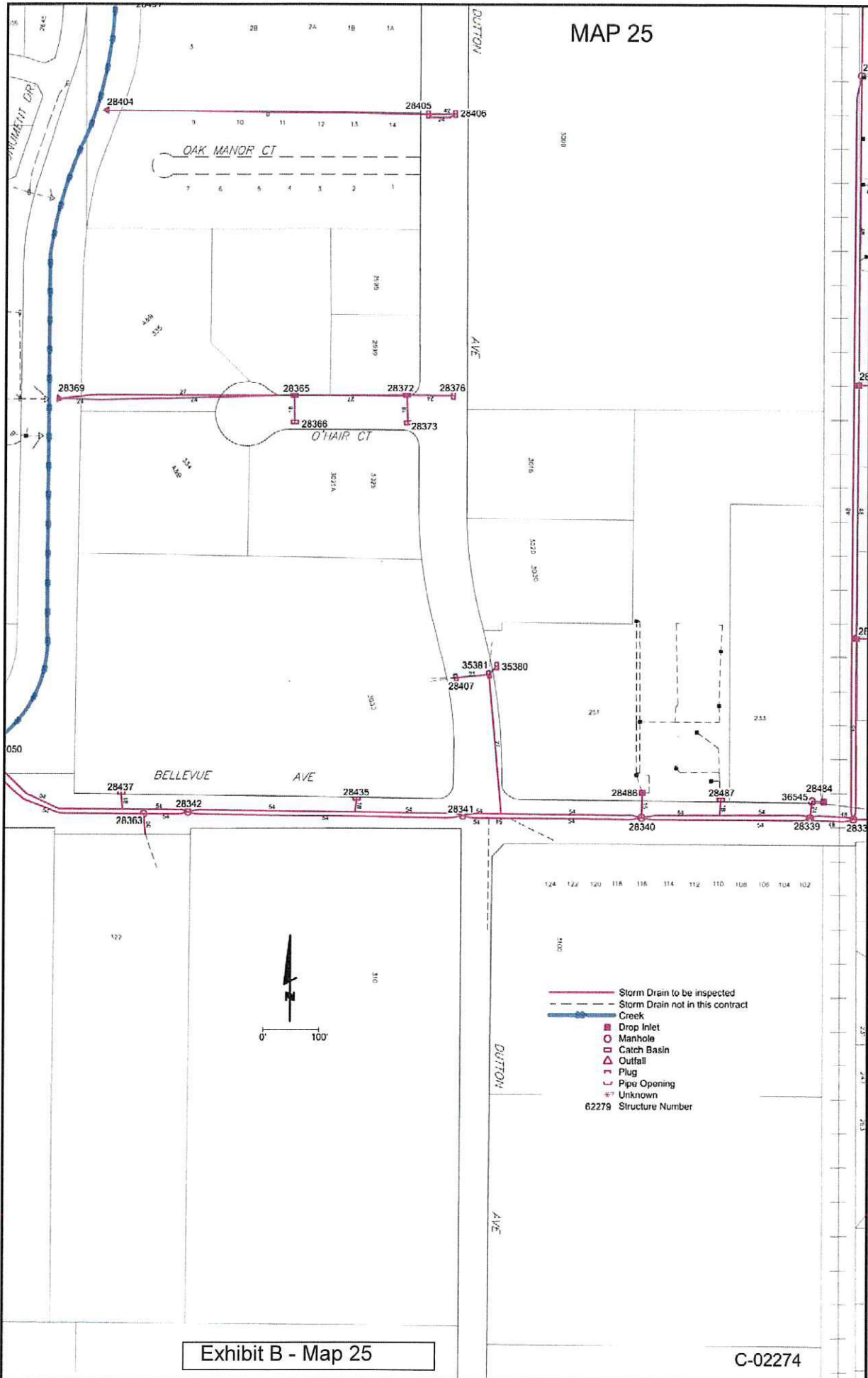


Exhibit B - Map 25

C-02274

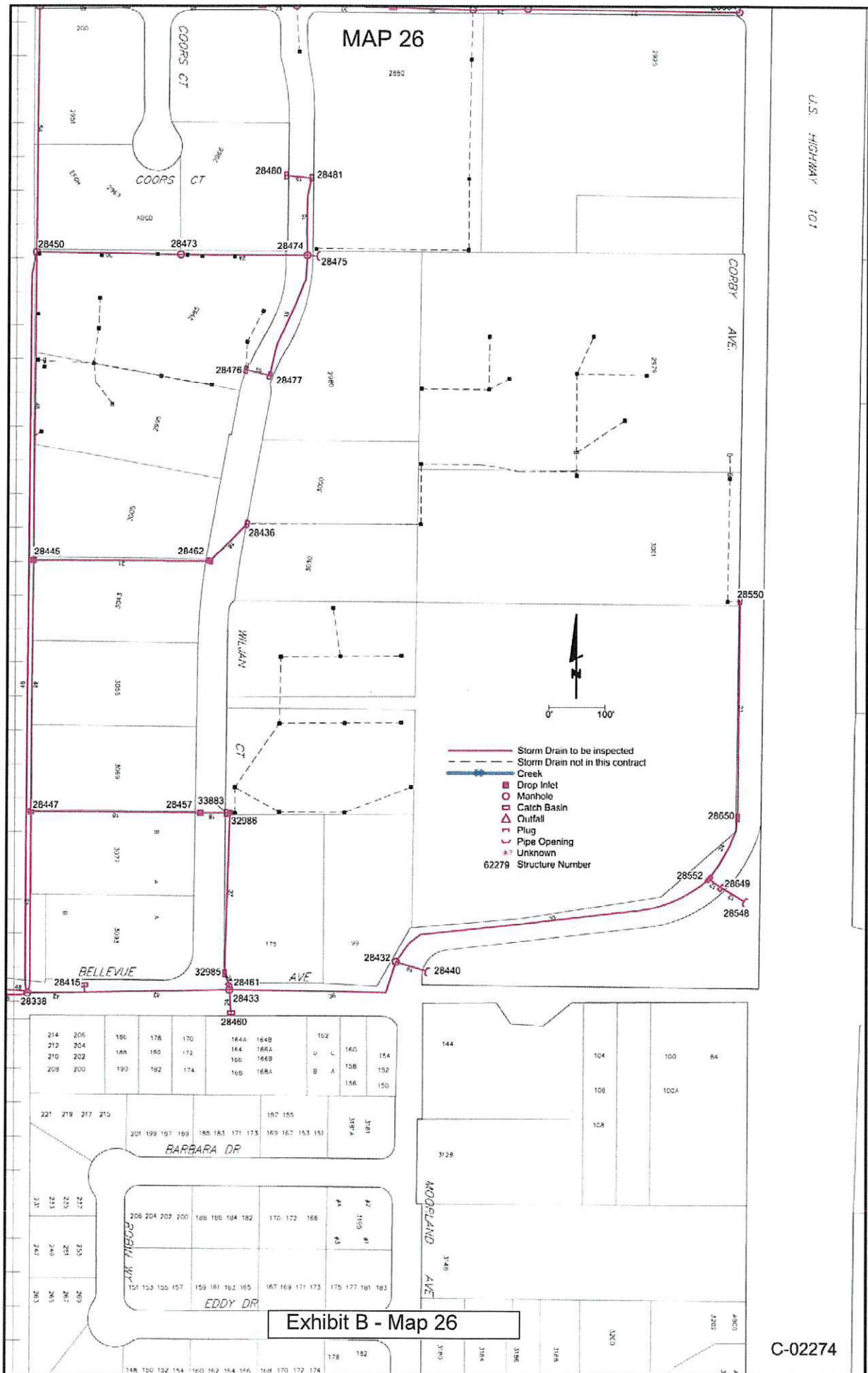
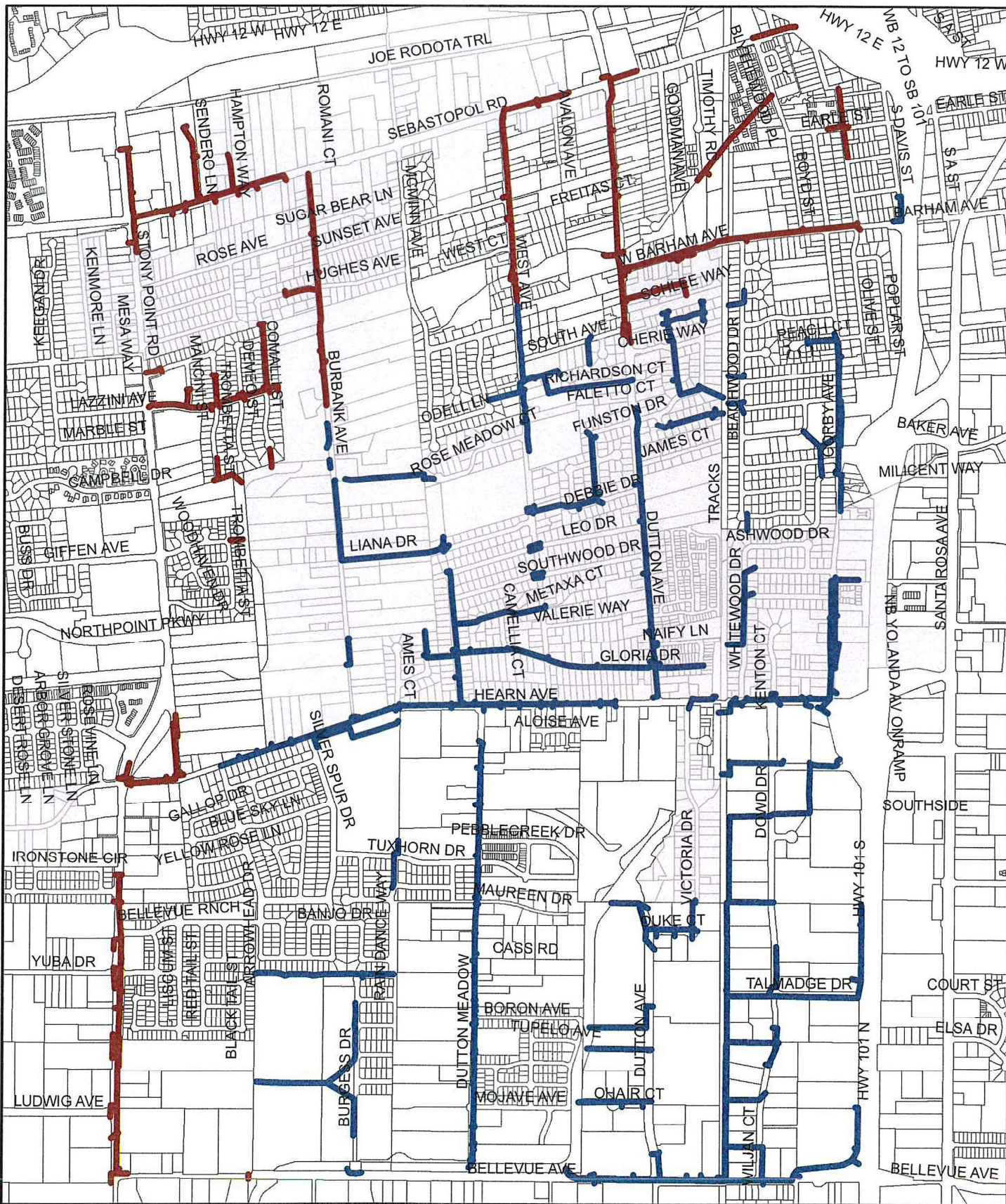


Exhibit B - Map 26

C-02274

Roseland Storm Drain CCTV



- Phase 1 Pipes
- Phase 2 Pipes
- Roseland Annexation

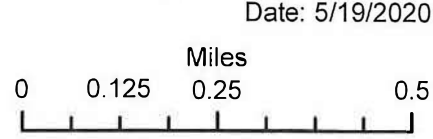


Exhibit B
Compensation

<u>Item</u>	<u>Qty</u>	<u>Unit of Measure</u>	<u>BID ITEM 1</u> <u>DESCRIPTION</u>	<u>TOTAL PRICE</u>
1.	1	Lump Sum	Phase 1 - CCTV Service	\$ 33,200.00
2.	1	Lum Sum	Phase 2 - CCTV Service	\$ 95,000.00
			<u>Total</u>	\$ 128,200.00

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GENERAL SERVICES AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,

- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.