

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Public Works – Award Agreement for sewer and storm-drain video inspection services. Expenditure: \$348,670.32

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Award a Contract Services Agreement to Performance Pipeline Technologies, in the amount of \$332,066.97 to provide sewer and storm drain video inspection services, C.I.P. No. I-70, for a two year term from April 5, 2011 through April 4, 2013; and
2. Authorize a 5% contingency in the amount of \$16,603.35 for the Agreement.

Funding

Funding is available from the CIP No. I-70, Sewer Rehabilitation Program Funds.

BACKGROUND AND ANALYSIS

This project will video inspect sewer and storm drain pipelines that are: (1) in arterial and collector streets that may be designated for pavement rehabilitation; and (2) in the residential areas of Torrance that are within the Santa Monica Bay Watershed (areas that drain toward the Santa Monica Bay). The project will video inspect approximately 80 miles (426,067 lineal feet) of sewer pipeline and 13 miles (69,037 lineal feet) of storm drains at various locations in the City of Torrance. The video-inspection will document needed repairs and any suspected illicit connections to the City's sewer and storm drain pipelines. The contractor will deliver to the City all of the video inspection, recorded to digital video disc (DVD) and corresponding written inspection logs.

As stated above, inspection of pipelines inside arterial and collector streets will provide the necessary information to identify specific segments of pipeline in need of repair prior to any street rehabilitation efforts. This will prevent the possibility of having to perform an emergency repair on the pipeline should a sudden failure occur, thus eliminating the need to excavate into a newly paved street after a capital improvement street project has been completed.

The residential video inspection serves in the effort to reduce pollution discharge, trash and bacteria total maximum daily loads (TMDLS) to the Santa Monica Bay and to comply with the National Pollution Discharge Elimination System (NPDES) permit.

Of the 80 miles of sewer pipeline, 33 miles are in arterial and collector streets and 47 miles are in residential streets. For the storm drain pipelines there is a total of 13 miles, which is made up of 8 miles in arterial and collector streets and 5 miles in residential streets.

Requests for Proposals were mailed to 5 firms. All 5 firms submitted proposals with the following results:

<u>Proposer</u>	<u>Amount</u>
1. Performance Pipeline Technologies	\$332,066.97
2. Advanced Sewer Technologies.	\$359,642.26
3. Professional Pipe Service	\$439,912.34
4. Empire Pipe Cleaning and Equipment, Inc.	\$464,063.42
5. National Plant Services, Inc.	\$483,778.16

The lowest responsive, responsible proposer is Performance Pipeline Technologies.

Performance Pipeline Technologies successfully completed a previous sewer video inspection project for the City of Torrance in 2010 as a subcontractor (Bid No. B2009-33, CIP No. I-69, Phase 1) and staff found them to be reliable and competent. Performance Pipeline Technologies has successfully completed additional projects of similar type. The firm's references and contractor's license have been checked and found to be in order.

Staff is recommending a 5% contingency for this project to cover the cost of any unforeseen additional work. If no contingency is used, this amount would be returned to the I-70 program funds at the conclusion of the project.

It is anticipated that the work under this Agreement will commence in May, 2011 and will be completed in November, 2011.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Elizabeth Overstreet
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachments: A. Contract Services Agreement
B. Project Location Map

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of April 5, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Performance Pipeline Technologies, Sole Proprietor ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide sewer and storm drain video inspection services.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR will provide the services listed in the Request for Proposal and Addendum dated December 10, 2010 attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Request for Proposal and Addendum dated December 10, 2010 will be performed in a competent, professional and satisfactory manner.

2. **TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through two years.

3. **FEE**

- A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Fee Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$332,066.97 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Fee Schedule. Payment will be due within 30 days after the date of the invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

Robert Beste, Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Gene Glassburner, Owner
Carol Glassburner, Owner

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages

whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

3. Workers' Fee with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
 - C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
 - D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
 - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR Performance Pipeline Technologies
5901 Warner Avenue, Suite #482
Huntington Beach, CA 92649

Fax: (714) 536-8319

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

Performance Pipeline Technologies
Sole Proprietor

Frank Scotto, Mayor

By: _____
Gene Glassburner
Owner

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A
Exhibit B

Request for Proposal and Addendum dated
December 10, 2010
Fee Schedule

Revised: 10/29/2008

EXHIBIT A
REQUEST FOR PROPOSAL AND ADDENDUM
[To be attached]

PUBLIC WORKS DEPARTMENT

Robert J. Beste
Public Works Director

June 1, 2010

Gene Glassburner
Performance Pipeline Technologies
5901 Warner Avenue, Suite 482
Huntington Beach, CA 92649

**Subject: REQUEST FOR PROPOSAL TO PROVIDE SEWER AND STORM
DRAIN VIDEO INSPECTION SERVICES FOR SANTA MONICA BAY
WATERSHEDS**

Dear Mr. Glassburner:

The City of Torrance desires to engage the services of an experienced contractor to provide physical and/or closed circuit television (CCTV) inspection services for approximately 69,037 lineal feet of storm drains and approximately 426,067 lineal feet of sewers at various locations in the City of Torrance. The purpose of the inspection is to locate and document any undocumented or illicit connections to the storm drains not already documented in the City's GIS database, to document any structural deficiencies in the storm drain system and document any required repairs to the sewer systems. Please see Exhibit "C" for Scope of Work and Exhibit "D" for Location Map. The City will provide the selected contractor the associated detailed storm drain atlas maps and comprehensive GIS listing for reference during the inspection.

If your firm is interested in performing these services, please submit the information requested in the attached exhibits. Also, please submit information relative to your experience on similar projects and any other information necessary to adequately describe your professional qualifications.

An original and four copies of your Proposals shall be delivered to the address shown below no later than **4:00 p.m., July 1, 2010**.

Robert J. Beste
Public Works Director
Public Works Department
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503

During this proposal period, all questions must be in writing and mailed to the above address or faxed to (310) 781-6902, Attention: John Dettle, no later than **June 24, 2010**, at **4:00 p.m.** No verbal responses will be given. Written responses to all substantive questions received will be mailed or faxed to all firms that are on the RFP holder's list. Please note that the City reserves the right to take any or no action based on responses to this RFP, including the acceptance or rejection of proposals and the inclusion or deletion of any combination of the work items for the project. All materials submitted will be retained by the City. The following Exhibits are attached for your review and use:

Exhibit "A"	Invitation and Information to be Submitted
Exhibit "B"	Consultant Minimum Qualifications
Exhibit "C"	Scope of Work
Exhibit "D"	Location Maps
Exhibit "E"	Inspection List (on CD)
Exhibit "F"	Sample Consulting Services Agreement

We look forward to your response.

Very truly yours,

ROBERT J. BESTE
Public Works Director

By: 
John C. Dettle
Engineering Manager

Attachments

EXHIBIT "A"**I. INVITATION**

You are invited to submit a Proposal to provide CCTV video storm drain and sewer inspections in accordance with the provisions contained herein.

II. PROPOSAL CONDITIONS

- A. The City is not liable for any pre-contractual expenses:
 - 1. Pre-contractual expenses are defined as expenses incurred by the Consultant in (1) preparing the proposal in response to the RFP; (2) submitting the proposals to the City; (3) negotiating any matter related to this proposal with the City; (4) any other expenses incurred by the Consultant prior to the Agreement award.
 - 2. The City shall not, in any event, be liable for any pre-contractual expense incurred by the Consultant. The Consultant shall not include any such expenses as part of the price as proposed in response to this RFP.
- B. The signer of the proposal must declare in writing that the only person, persons, company or parties interested in the proposal as principals, are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud, and that the signer of the proposal has full authority to negotiate and bind the Consultant.
- C. The City reserves the right to reject any or all proposals submitted.
- D. The contents of the proposal of the successful Consultant shall become a contractual obligation if a contract ensues. Failure of a Consultant to accept this obligation will result in the cancellation of any award. Any damage accrued by the City as a result of a failure to contract may be recovered from the Consultant.
- E. Non-Disclosure. Information that the consultant believes is confidential, proprietary or trade secrets that the consultant does not wish to have disclosed other than for purposes of the evaluation should be so marked. The City will attempt to maintain the confidentiality of such information, if the information is exempt from disclosure under the California Public Records Act. The City shall have the right to duplicate, use, or disclose this information to the extent provided in this contract. This restriction will not limit the right of the City to use information contained herein if it is obtained from another source.

III. ADDITIONAL INFORMATION

- A. The selected Consultant will be required to execute a City of Torrance Agreement for Professional Consulting Services. A sample Agreement, showing the typical requirements and content, is attached as Exhibit "F". Specific attention should be directed to Section 15 Indemnification and comments should be submitted as directed in Section IV.
- B. The selected Consultant and its sub-consultants are required to have a current City of Torrance business license.

IV. MINIMUM INFORMATION TO BE SUBMITTED WITH PROPOSAL

1. The legal name of the firm, year the firm was established, and structure of the firm (i.e., sole proprietorship, partnership, corporation, joint venture, etc.).
2. The name, address and telephone number of the person to whom correspondence should be directed and who has authority to negotiate on behalf of the firm.
3. The level of professional liability insurance, general liability insurance and automobile insurance carried by the firm. The City requires the following minimum coverages:
 - Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - Professional liability coverage. The limit per claim and per annual aggregate will not be less than \$100,000.
 - Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars with combined single limits of \$1,000,000 per occurrence.
 - Statutory workers compensation and employer's liability insurance as required by the State of California.
4. The proposed project team, including the project manager(s) and/or principal(s) who will oversee the work for the duration of the project and sub-consultants who will be involved in performing the services, the role of each member and specific description of their relevant experience.
5. List representative projects that are of a similar nature, which the firm has completed, paying particular attention to those projects on which the proposed project team has worked.
6. Provide a preliminary schedule.
7. A cost breakdown for each task item listed in the Scope of Work must be attached. This breakdown shall show at a minimum:

- The number and classification of personnel required to perform each task.
- The number of hours to be expended to perform each task by each classification of personnel.
- The hourly rates for all employee classifications that will be billed to this project.
- Calculated extended prices.
- Other material costs.
- The not to exceed cost shall include the cost of blue printing and printing of materials submitted to the City, the cost of mileage, cost of delivery/mailing and telephone services.

The total price calculated from the extended prices must match the total of the prices shown above.

The Consultant is expected to provide prices for ALL work items.

8. Comments regarding the Consulting Services Agreement (Exhibit "F") and a statement accepting Section 15 Indemnification as written in the Standard Agreement.
9. Include any other information that you deem relevant to the project.

EXHIBIT "B"

CONSULTANT MINIMUM QUALIFICATIONS

The Consultant must be legally qualified in the State of California and competent and able to practice the work for which consideration is requested.

The Consultant shall carry, at a minimum, the insurance requirements described in Exhibit "A".

EXHIBIT "C"

SCOPE OF SERVICES

1.0 PROJECT DEFINITION AND BACKGROUND

Work is to provide closed circuit television (CCTV) field screening/inspection services for approximately 495,104 lineal feet of underground storm drains and sewers in various locations in the City as described in Location Map, Exhibit "D" and Inspection List, Exhibit "E". The purpose of the inspection shall be to document any suspected and/or unconfirmed illicit connections to the storm drains not already documented in the City's GIS database and any needed repairs to the City's sewers. The inspections shall be performed by experienced personnel trained in locating suspected, confirmed, and terminated illicit connections by either physical inspection or by CCTV. Additionally, any structural deficiencies in these systems shall be described in detail. In addition to physical inspection logs, CCTV DVDs shall include a narrative description of all observations made by the observer and shall be included in the logs.

Cleaning and inspection, if required, shall be done in accordance with section 500-1.1.4 "Cleaning and Preliminary Inspection", and section 500-1.1.5 "Television Inspection" of the most current edition of the Standard Specifications for Public Works Construction. The contractor shall be responsible for compliance with all state and federal OSHA requirements for confined-space entry, explosion-proof equipment, and other applicable provisions. The Contractor shall provide a separate, not to exceed cost estimate for cleaning the storm drains.

2.0 SUMMARY OF SCOPE OF WORK

The scope of work for the City of Torrance storm drain and sewer inspection project shall consist of the following tasks:

1. Mobilize all equipment to all of the sites.
2. Provide traffic control during the work in accordance with City of Torrance Standard Plans requirements.
3. Obtain City and Caltrans Encroachment Permits (City will issue No Fee permit)
4. Access manholes as needed to fully inspect all reaches.
5. Inspect and clean all pipe reaches as required prior to the work as necessary for proper and complete inspection.
6. Prepare a log noting the date of inspection, DVD reference, pipe and manhole information, and the locations (in feet) and relative severity of the following features:

- Pipe material
 - Manholes
 - Suspected illicit connections
 - Points of infiltration with an estimate of the flow rate
 - Defects such as cracks, open joints, root intrusions, erosion, or corrosion
 - Any obstructions
7. Prepare an index of the physical inspections and DVDs indicating street location, reach, video run, and DVD reference.
 8. Update the GIS data spread sheet provided by City with missing or incorrect data.

The pipe reaches to be inspected are those listed in Exhibits “D” and “E”, and total an estimated 69,037 linear feet of storm drains and 426,067 linear feet of sewers.

The field work and inspection logs and DVDs shall be completed and submitted by 80 working days.

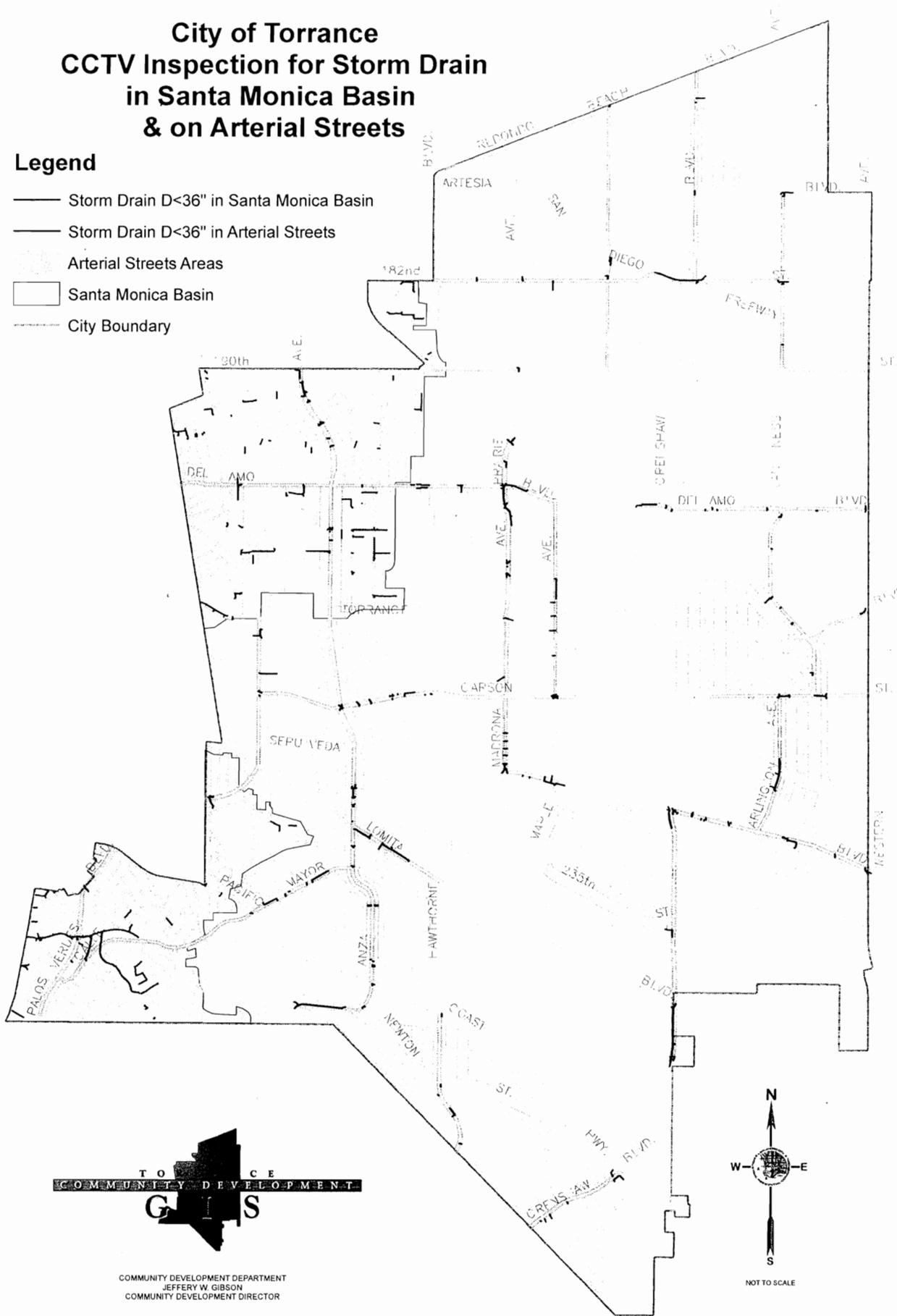
The work to be paid shall be measured as linear feet of storm drain pipe inspected. Cleaning of the storm drain pipe and sewers, as required, shall be measured and paid as linear feet of storm drain or sewer cleaned. The price per linear foot bid shall include all materials, labor, equipment, traffic control, and ancillary costs to complete the work including submission of one (1) set of DVDs and logs.

EXHIBIT "D"
LOCATION MAPS

City of Torrance CCTV Inspection for Storm Drain in Santa Monica Basin & on Arterial Streets

Legend

-  Storm Drain D<36" in Santa Monica Basin
-  Storm Drain D<36" in Arterial Streets
-  Arterial Streets Areas
-  Santa Monica Basin
-  City Boundary

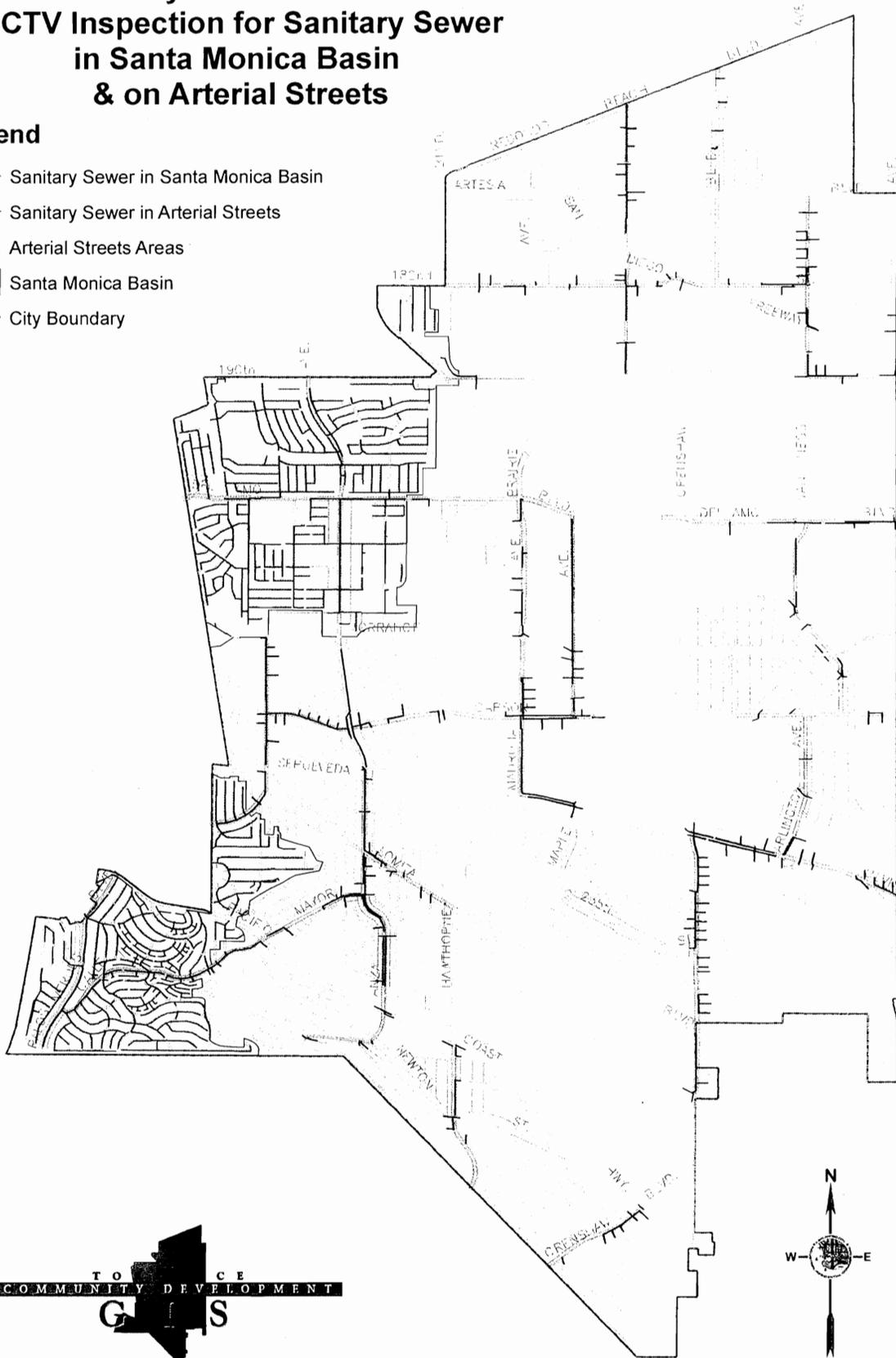


COMMUNITY DEVELOPMENT DEPARTMENT
JEFFERY W. GIBSON
COMMUNITY DEVELOPMENT DIRECTOR

City of Torrance CCTV Inspection for Sanitary Sewer in Santa Monica Basin & on Arterial Streets

Legend

- Sanitary Sewer in Santa Monica Basin
- Sanitary Sewer in Arterial Streets
- Arterial Streets Areas
- Santa Monica Basin
- City Boundary



COMMUNITY DEVELOPMENT DEPARTMENT
JEFFERY W. GIBSON
COMMUNITY DEVELOPMENT DIRECTOR



NOT TO SCALE

EXHIBIT "E"

INSPECTION LIST on CD

EXHIBIT "F"

SAMPLE CONTRACT SERVICES AGREEMENT

Enzmann, Joseph

From: Dettle, John
Sent: Friday, December 10, 2010 3:30 PM
To: spowers@hswcorp.com; geneppt@aol.com; Craig@Empirepipecleaning.com; Dennis.Keene@nationalplant.com; Jeffg@rw-ast.com
Cc: Overstreet, Elizabeth; Enzmann, Joseph; Dettle, John
Subject: Request for Proposal Addendum for C.I.P. No. I-70, Sewer and Storm Drain Video Inspection Services
Attachments: I-70 Fee Proposals.xls; Sewer Video RFP ARST_SD.pdf; Sewer Video RFP ARST_SS.pdf; Sewer & SD Video RFP.doc; Contract Services Agreement.doc

Gentlemen,

This e-mail is an addendum to the Request for Proposals for Sewer and Storm Drain Video Inspection Services for Santa Monica Bay Watersheds (I-70 Video Inspections).

Let me first apologize for the delay in responding to your previous proposals for I-70 Video Inspections. One of our problems in evaluating the proposals was that the fee proposals varied too greatly to compare "apples to apples". The cost breakdown and contract will now be on a linear foot basis of pipe cleaned and inspected. It is understood that storm drain pipes will not be cleaned prior to inspection. A contingency will be provided in the contract to remove any obstructions from storm drains encountered. All other conditions of the Request for Proposal remain in effect.

Attached are the Excel Spread Sheets that provide the pipe size and quantity of pipe to be inspected. Digital copies of the original RFP, maps and Contract Services Agreement are provided for your convenience. You are encouraged to review the Contract Services Agreement. Request for revisions to the agreement must be made prior to selection.

Please reply immediately to this e-mail to confirm receipt. Please e-mail back the completed spread sheets by December 30, 2010. If you choose not to provide a proposal, then please notify the City.

We look forward to your response,

John C. Dettle, P.E.

Engineering Manager, Public Works Department
City of Torrance | 20500 Madrona Avenue | Torrance, CA 90503 | (310) 618-3059 | fax (310) 781-6902 |
jdettle@TorranceCA.Gov | www.TorranceCA.Gov

City of Torrance, Public Works Department
Sewer and Storm Drain Video Inspection, C.I.P. No. I-70

Fee Schedule for Non-Arterials:

Firm Name: _____

Date: _____

<u>Sewers in Non-Arterial Streets</u>		Cleaning and Inspection	
Pipe Size, diameter	Total Length of Pipe (Ft.)	Unit Price (\$/LF)	Total Bid
4"	529.80		\$0.00
6"	8,036.08		\$0.00
8"	227,657.83		\$0.00
10"	11,015.33		\$0.00
12"	3,658.17		\$0.00
Total:	250,897.21		\$0.00

<u>Storm Drains not in Arterial Streets</u>		Inspection	
Pipe Size, diameter	Total Length of Pipe (Ft.)	Unit Price (\$/LF)	Total Bid
8"	219.14		\$0.00
12"	966.90		\$0.00
15"	1,795.70		\$0.00
18"	5,826.56		\$0.00
21"	1,339.16		\$0.00
24"	7,199.71		\$0.00
27"	5,584.62		\$0.00
30"	3,259.81		\$0.00
33"	1,860.13		\$0.00
Total:	28,051.73		\$0.00

City of Torrance, Public Works Department
Sewer and Storm Drain Video Inspection, C.I.P. No. I-70

Fee Schedule for Arterials:

Firm Name: _____

Date: _____

<u>Sewers in Arterial Streets</u>		Cleaning and Inspection	
Pipe Size, diameter	Total Length of Pipe (Ft.)	Unit Price (\$/LF)	Total Bid
4"	238.52		\$0.00
6"	5,652.38		\$0.00
8"	127,457.70		\$0.00
10"	13,131.37		\$0.00
12"	13,901.50		\$0.00
14"	993.69		\$0.00
15"	8,479.51		\$0.00
18"	3,399.85		\$0.00
21"	323.76		\$0.00
24"	1,591.86		\$0.00
Total:	175,170.14		\$0.00

<u>Storm Drains in Arterial Streets</u>		Inspection	
Conduit Size, pipe diameter unless noted	Total Length of Conduit (Ft.)	Unit Price (\$/LF)	Total Bid
4"	16.92		\$0.00
6"	151.72		\$0.00
8"	895.81		\$0.00
10"	119.55		\$0.00
12"	765.89		\$0.00
15"	2,472.58		\$0.00
18"	11,893.02		\$0.00
21"	3,072.65		\$0.00
24"	6,942.82		\$0.00
27"	4,118.88		\$0.00
29"	43.66		\$0.00
30"	5,487.09		\$0.00
33"	1,192.75		\$0.00
1.7' X 6.5' RCB	205.86		\$0.00
2' X 1.5' RCB	134.16		\$0.00
18" X 29" CMP	290.80		\$0.00
22" X 36" CMP	212.60		\$0.00
48" X 12" RCB	304.23		\$0.00
6' X 1' RCB	233.66		\$0.00
Unknown Size	1,667.97		\$0.00
Total:	40,222.62		\$0.00

EXHIBIT B
FEE SCHEDULE
[To be attached]

City of Torrance, Public Works Department
Sewer and Storm Drain Video Inspection, C.I.P. No. I-70

Fee Schedule for Non-Arterials:

Firm Name: Performance Pipeline Technologies

Date: 12/29/2010

<u>Sewers in Non-Arterial Streets</u>		Cleaning and Inspection	
Pipe Size, diameter	Total Length of Pipe (Ft.)	Unit Price (\$/LF)	Total Bid
4"	529.80	\$1.00	\$529.80
6"	8,036.08	\$0.70	\$5,625.26
8"	227,657.83	\$0.70	\$159,360.48
10"	11,015.33	\$0.70	\$7,710.73
12"	3,658.17	\$0.73	\$2,670.46
Total:	250,897.21		\$175,896.73

<u>Storm Drains not in Arterial Streets</u>		Inspection	
Pipe Size, diameter	Total Length of Pipe (Ft.)	Unit Price (\$/LF)	Total Bid
8"	219.14	\$0.40	\$87.66
12"	966.90	\$0.40	\$386.76
15"	1,795.70	\$0.40	\$718.28
18"	5,826.56	\$0.40	\$2,330.62
21"	1,339.16	\$0.40	\$535.66
24"	7,199.71	\$0.40	\$2,879.88
27"	5,584.62	\$0.40	\$2,233.85
30"	3,259.81	\$0.40	\$1,303.92
33"	1,860.13	\$0.40	\$744.05
Total:	28,051.73		\$11,220.68

City of Torrance, Public Works Department
Sewer and Storm Drain Video Inspection, C.I.P. No. I-70

Fee Schedule for Arterials:

Firm Name: Performance Pipeline Technologies

Date: 12/29/2010

<u>Sewers in Arterial Streets</u>		Cleaning and Inspection	
Pipe Size, diameter	Total Length of Pipe (Ft.)	Unit Price (\$/LF)	Total Bid
4"	238.52	\$1.00	\$238.52
6"	5,652.38	\$0.70	\$3,956.67
8"	127,457.70	\$0.70	\$89,220.39
10"	13,131.37	\$0.75	\$9,848.53
12"	13,901.50	\$0.75	\$10,426.13
14"	993.69	\$0.70	\$695.58
15"	8,479.51	\$0.75	\$6,359.63
18"	3,399.85	\$0.75	\$2,549.89
21"	323.76	\$0.75	\$242.82
24"	1,591.86	\$0.75	\$1,193.90
Total:	175,170.14		\$124,732.06

<u>Storm Drains in Arterial Streets</u>		Inspection	
Conduit Size, pipe diameter unless noted	Total Length of Conduit (Ft.)	Unit Price (\$/LF)	Total Bid
4"	16.92	\$1.00	\$16.92
6"	151.72	\$1.00	\$151.72
8"	895.81	\$0.50	\$447.91
10"	119.55	\$0.50	\$59.78
12"	765.89	\$0.50	\$382.95
15"	2,472.58	\$0.50	\$1,236.29
18"	11,893.02	\$0.50	\$5,946.51
21"	3,072.65	\$0.50	\$1,536.33
24"	6,942.82	\$0.50	\$3,471.41
27"	4,118.88	\$0.50	\$2,059.44
29"	43.66	\$1.00	\$43.66
30"	5,487.09	\$0.50	\$2,743.55
33"	1,192.75	\$0.50	\$596.38
1.7' X 6.5' RCB	205.86	\$0.50	\$102.93
2' X 1.5' RCB	134.16	\$0.50	\$67.08
18" X 29" CMP	290.80	\$0.50	\$145.40
22" X 36" CMP	212.60	\$0.50	\$106.30
48" X 12" RCB	304.23	\$0.50	\$152.12
6' X 1' RCB	233.66	\$0.50	\$116.83
Unknown Size	1,667.97	\$0.50	\$833.99
Total:	40,222.62		\$20,217.50

Project Total: \$332,066.97

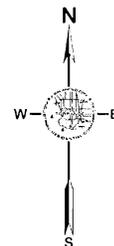
City of Torrance CCTV Inspection for Sanitary Sewer in Santa Monica Basin & on Arterial Streets

Legend

-  Sanitary Sewer in Santa Monica Basin
-  Sanitary Sewer in Arterial Streets
-  Santa Monica Basin
-  City Boundary



COMMUNITY DEVELOPMENT DEPARTMENT
JEFFERY W. GIBSON
COMMUNITY DEVELOPMENT DIRECTOR

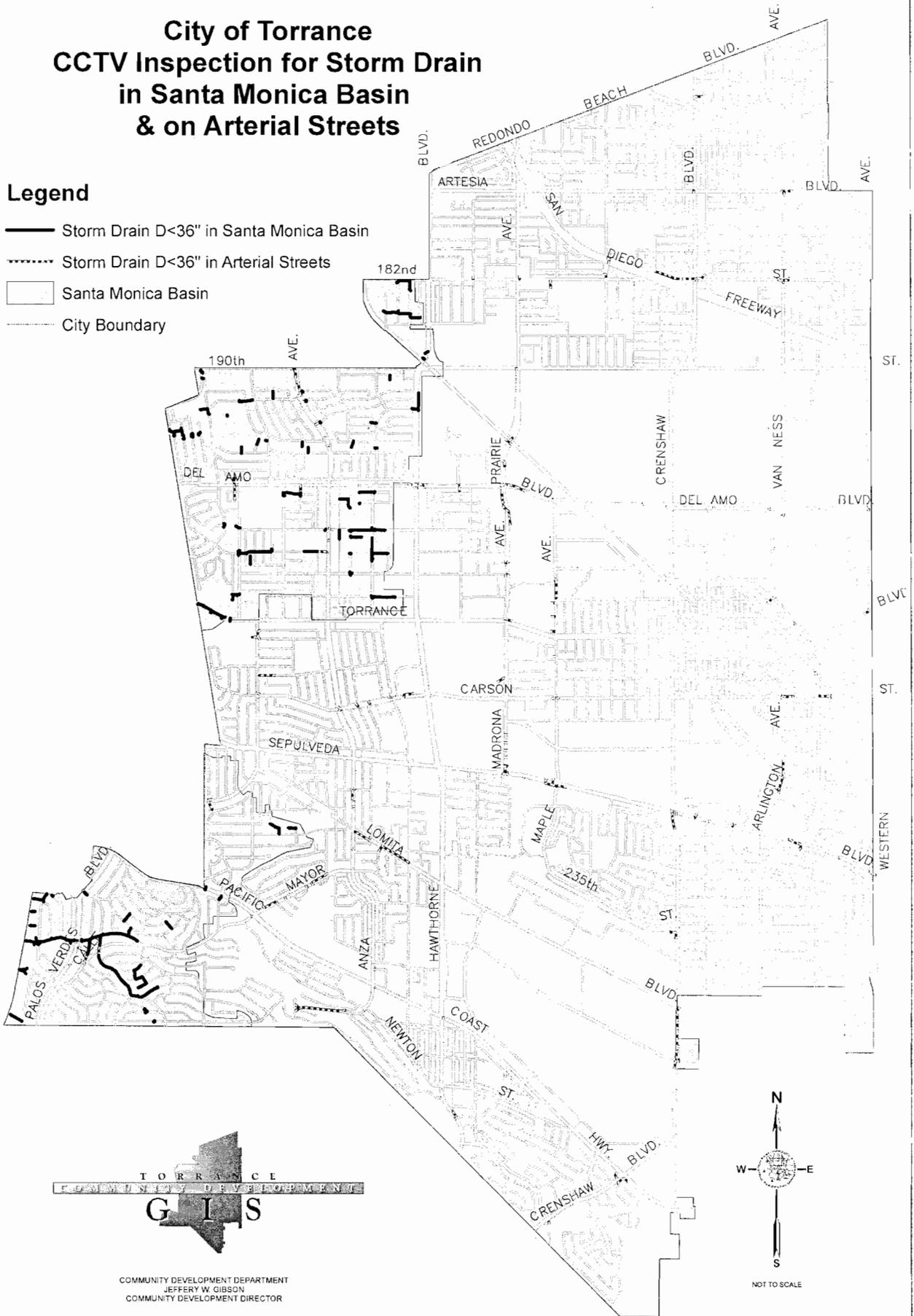


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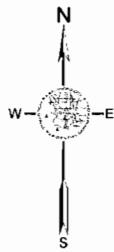
City of Torrance CCTV Inspection for Storm Drain in Santa Monica Basin & on Arterial Streets

Legend

-  Storm Drain D<36" in Santa Monica Basin
-  Storm Drain D<36" in Arterial Streets
-  Santa Monica Basin
-  City Boundary



COMMUNITY DEVELOPMENT DEPARTMENT
JEFFERY W. GIBSON
COMMUNITY DEVELOPMENT DIRECTOR



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