

REQUEST FOR PROPOSAL FOR CCTV INSPECTION AND CLEANING OF SANITARY SEWER SYSTEM

February 15, 2019

PREPARED FOR:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

353 SANTA MONICA DRIVE
OXNARD, CA 93035



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LIST OF EXHIBITS

- A. Cost Proposal Form
- B. Non-Collusion Affidavit
- C. Acknowledgement of Insurance Requirements
- D. General Services Agreement Terms and Conditions
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- G. Bond Forms

SECTION I. REQUEST FOR PROPOSALS (RFP)

The Channel Islands Beach Community Services District (CIBCSO) is seeking a Contractor to perform cleaning, inspection and reporting on approximately 41,426 feet of 10-inch sewer gravity pipeline, 1,400 feet of 8-inch gravity sewer pipeline and 84 manholes. The inspection and reporting shall utilize a NASSCO PACP certified software.

The CIBCSO will receive proposals until **March 15, 2019 at 3:00 p.m.** Proposals must be received by CIBCSO by the date and time herein above set forth. All proposals will be handled using an online bid management platform, www.publicpurchase.com.

Potential respondents shall register on the website. Once registered potential respondents can access the Request for Proposal information and receive any updates or addendums. All requests for information, clarifications and submittal of the final proposal shall be via the project portal at the PublicPurchase website.

No **Pre-Proposal** meeting has been scheduled as part of this RFP.

The tentative project schedule is as follows:

- 1) RFP released February 15, 2019
- 2) Final Questions Due February 27, 2019
- 3) Responses to Questions Before March 4, 2019
- 4) Proposals Due March 15, 2019
- 5) Award to Selected Contractor on April 9, 2019
- 6) Complete Traffic Control Permit and Submittals in April 2019
- 7) Start Cleaning and Inspection in May 2019
- 8) Completion by end of June 2019

Please note new Department of Industrial Relations requirements regarding the Public Works Contractor Registration Program:

http://www.dir.ca.gov/DLSE/PublicWorks/SB854FactSheet_6.30.14.pdf

SECTION II. CONTRACT PROVISIONS AND RIGHTS OF THE DISTRICT

CIBCSO will require the Offeror to whom the contract is awarded (“Awarded Service Provider”) to enter into a General Services Agreement binding all the terms, conditions and provisions of the specifications defined in the Proposals and associated documents. The General Services Agreement is included as **Exhibit C**.

- A. **Request for Proposal, Forms, and Certificates.** All forms and certificates shall be completed in full. The Cost Proposal Form shall be properly executed by a duly authorized agent of the firm or company.
- B. **Disqualification of Proposals.** More than one proposal from any person, firm, partnership, corporation or association under the same or different names will not be accepted, and reasonable grounds for believing that any Offeror is interested in more than one proposal will be cause for rejecting all proposals by that Offeror in which such Offeror is interested. Apparent collusion among the Offerors will likewise be sufficient cause for rejecting any or all proposals, and the participants in such collusion may be eliminated from future proposing. The enclosed Non-Collusion Affidavit must be executed and submitted with the proposal (**Exhibit B**).
- C. **Right to Reject.** Proposals in which the prices obviously are unbalanced may be rejected. The wording of the proposals shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Offeror will render the proposal irregular and may cause its rejection. Erasures or interlineations in the proposal must be explained and initialed by the Offeror. CIBCSO reserves the right to reject any and all proposals, extend deadlines, and enter into negotiations with any Offeror.
- D. **Receipt of Proposals.** Proposal must be Uploaded to the PublicPurchase website prior to the date and time called for in Section I.
- E. **Late Submittals.** Any proposal(s) received after the time and date stipulated will be disqualified and returned to the Offeror(s), showing time and date received at CIBCSO. The official time is as indicated by the bid management website, PublicPurchase.
- F. **Addenda.** Any CIBCSO change to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Contract. CIBCSO will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors are not entitled to rely on any oral representations made by CIBCSO or its employees and agents.
- G. **Clarifications.** Should an Offeror require clarification of this RFP, the Offeror shall notify CIBCSO in writing in accordance with Section I below. Should it be found that the point in question is not clearly and fully set forth, CIBCSO will issue a written addendum clarifying the matter which will be sent to all persons who have requested the RFP.
- H. **Inquiries.** Prospective Offerors are required to put all RFP questions, clarifications or comments in writing by using the PublicPurchase website. Questions, clarifications or comments must be received no later than NOON on February 27, 2019. For issues related to use of the bid management website, Offerors may contact Akbar Alikhan by email at aalikhan@cibcsd.com.

- I. **Award.** CIBCSD may negotiate contract terms with the tentatively selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to CIBCSD.
- J. CIBCSD reserves the right to award its total requirements to one (1) Offeror or to apportion those requirements among several Offerors as CIBCSD may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror. CIBCSD reserves the right to award the contract to the Offeror it believes, in its sole discretion, is the most qualified, and may not award the contract to the apparent lowest Offeror.
- K. **No Commitment to Award.** This RFP is not an offer. Issuance of this RFP and receipt of proposals does not commit CIBCSD to award a contract. CIBCSD expressly reserves the right to postpone the proposal opening, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Offeror concurrently, or to cancel all or part of this RFP.
- L. **Pre-contractual Expenses.** Pre-contractual expenses are defined as any expenses incurred by the Offeror including, without limitation, the following: 1) preparing its proposal in response to this RFP; 2) submitting that proposal to CIBCSD; 3) negotiating with CIBCSD any related matter related to this RFP, including a possible contract; 4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. CIBCSD will not, under any circumstance, be liable for any precontractual expenses incurred by Offerors, and Offerors shall not include any such expenses as part of their proposals. The subsequent discovery by CIBCSD of evidence such that expenses have been included in the Offer of the Awarded Service Provider will be considered a material breach of the Contract by that Provider resulting in a deductive Change Order in favor of CIBCSD and termination of the Contract.

SECTION III. PROPOSAL FORMAT AND CONTENT

All proposals shall be submitted electronically via the bid management website, PublicPurchase. All Proposals shall be typed, single spaced, and formatted to 8 ½" x 11" sheet sizes. Please do not include any unnecessarily elaborate or promotional material. For ease of review, the data submitted shall be organized in a logical manner consistent with the requested information provided in this section. Non-compliance with this format may be deemed as non-responsive and cause for proposal rejection.

- A. **Letter of offer.** A Letter of Offer shall be addressed to CIBCSD and shall, at a minimum contain the following:

- a. Identification of Offeror, including name, qualifying licenses or certifications or registrations, address and telephone number.
 - b. Proposed working relationship between Offeror and subcontractors, if applicable.
 - c. Name, title, address and telephone number of contact person during period of proposal evaluation.
 - d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
 - e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- B. Technical Proposal (not to exceed 10 pages)**
- a. **Firm Background.** Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
 - b. **Key Personnel Experience.** List the personnel to be involved with the project and demonstrate adherence to the minimum qualifications/certifications required in Section 1.05. A, D and F of the Scope of Services provided as **Exhibit E**.
 - c. **Subcontractors.** Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
 - d. **References.** Provide as a minimum three (3) Southern California references for the projects cited as related and comparable experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience. Work shall have been completed in the past 5 years.
 - e. **Exceptions/Deviations.** Exceptions/deviations are strongly discouraged. If the Offeror feels an exception/deviation is required, then Offerors shall state any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Offerors wish to propose alternative approaches to meeting CIBCSD's technical or contractual requirements, these should be thoroughly explained.
- C. Completed Forms.** Contractor shall complete and include the following forms:
- a. Exhibit A - Cost Proposal Form
 - b. Exhibit B - Non-Collusion Affidavit
 - c. Exhibit C - Acknowledgement of Insurance Requirements

- d. Exhibit G – Bond Forms (including Bid Bond), additional information related to Bid Security:
- 1) A Bid must be accompanied by Bid security made payable to Owner in an amount of 10% of Bidder's maximum Bid price (determined by adding all bid schedules) and in the form of a certified check, bank money order, or a Bid bond (on the form included in **Exhibit G**) issued by a surety meeting the requirements of Section 11.08 of the Agreement (**Exhibit D**).
 - 2) The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
 - 3) The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
 - 4) Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.
 - 5) Section 11.08 of the Agreement sets forth Owner's requirements as to performance and payment bonds. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds, provided in **Exhibit G**, and insurance documentation.

SECTION IV. EVALUATION PROCEDURES

An Evaluation Committee comprised of CIBCSD staff and/or member agency staff, in accordance with the criteria listed below, will evaluate all proposals received as specified. The evaluators in applying the major criteria to the proposals may consider additional sub-criteria beyond those listed.

The final selection of an Awarded Service Provider to perform this service will be the Offeror, which in CIBCSD's opinion, is the most qualified, responsive and responsible, and meets CIBCSD's requirements in providing this service and is in CIBCSD's best interest. CIBCSD maintains the sole and exclusive right to evaluate the merits of the proposals received. CIBCSD reserves the right to award the Contract to an Offeror that meets the stated evaluation criteria even if such Offeror is not the apparent lowest bidder.

SECTION V. EVALUATION CRITERIA

CIBCSD will evaluate the Offers received based on the following criteria (in no particular order) including, but not limited to:

1. **Qualifications of the Offeror** - Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the Offeror; strength, stability, experience and technical competence of Offeror's subcontractors, if any; assessment by Offeror's references; knowledge of the various permits that may or may not be required; knowledge of applicable laws and regulations.
2. **Staffing and Project Organization** – Demonstrated compliance with minimum qualifications as detailed in the Scope of Services.
3. **Cost and Price** - Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of quoted amounts; reasonableness of individual task budgets.
4. **Completeness of Response** - Completeness and responsiveness of the Offer in accordance with RFP instructions; exceptions and/or deviations from RFP requirements which CIBCSD cannot or will not accommodate; other relevant factors not considered elsewhere. Any errors, omissions, insertions or other irregularities in an Offer may be grounds for rejections of such an offer as determined in the sole discretion of CIBCSD, no matter how minor, insignificant or immaterial such irregularity may appear to be.

EXHIBIT A - COST PROPOSAL FORM

Item No.	Description and Bid Unit Price	Estimated Quantity	Extended Amount
1	Site Management and Traffic Control (plans approved by the applicable agency) Unit Price in Figures: \$ _____ Unit Price in Words: _____	1 LS	\$ _____
2	Sewer Cleaning and TV Inspection – 8-inch Diameter Sewer Pipe Unit Price in Figures: \$ _____ Unit Price in Words: _____	41,426 LF	\$ _____
3	Sewer Cleaning and TV Inspection – 10-inch Diameter Sewer Pipe Unit Price in Figures: \$ _____ Unit Price in Words: _____	1,400 LF	\$ _____
4	Manhole Cleaning and TV Inspection Unit Price in Figures: \$ _____ Unit Price in Words: _____	84 Manholes	\$ _____
5	Reports and Records Deliverables Unit Price in Figures: \$ _____ Unit Price in Words: _____	1 LS	\$ _____
TOTAL \$ _____			

TOTAL (In Words): _____

List the Equipment/Software that will be utilized by the Contractor:

1. NASSCO PACP Certified Software: _____
2. 360-Degree Digital Scanning Manhole Inspection
Equipment: _____

Name of Contractor	Signature	Date
Address	Authorized Agent (Printed or Typed)	
City, State, Zip Code	E-mail address	
Telephone	Fax	
California License No.	Expiration Date	

EXHIBIT B – NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF VENTURA

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

_____ Name of Contractor

_____ Bidder (Affiant)

Subscribed and sworn to before me this _____ day of _____, 2019.

My commission expires:

_____ Notary Public

EXHIBIT C – ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance Requirement Summary

The CONTRACTOR shall purchase and maintain insurance provided by insurance companies admitted in and regulated by the State of California, as required in the Contract Documents, and in amounts equal to the requirements set forth in the Contract Documents, and shall not commence work under this contract until all insurance required by the Contract Documents is obtained in a form acceptable to the OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on a subcontract until all insurance required for the Subcontractor has been obtained.

OWNER reserves the right to establish different coverage limits for Commercial General Liability and Property Damage including Motor Vehicle by so providing in writing as an official notice, as a permit requirement, or as a requirement contained elsewhere in the Contract. In such event, the coverage limits therein shall prevail, otherwise, the SERVICE PROVIDER shall meet the following requirements:

Contractor shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by CIBCSO. Contractor agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Contractor assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless CIBCSO from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Task Order. Contractor shall procure and maintain for the duration of this Task Order insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Contractor, its employees, agents, subcontractors or representatives, as follows:

Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$2,000,000 per occurrence for bodily injury, personal injury and property damage; \$1,000,000 if the total amount of the Work Order is less than \$35,000 and authorized by the General Manager. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form.)

Automobile liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto.)

Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CIBCSD in advance.

CIBCSD as Additional Insured. This Commercial General Liability and Automobile Liability Policies shall provide that CIBCSD, its officers, officials, employees, agents, volunteers and supervising engineer are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Service Provider or arising out of work or operations performed by or on behalf of the Service Provider under this Work Order, including materials, parts or equipment furnished in connection with such work or operations. For any claims related to the work formed under this Work Order, the Service Provider's insurance coverage shall be primary as to CIBCSD, its officers, officials, employees, agents, volunteers and supervising engineer. Any insurance maintained by CIBCSD, its officers, officials, employees, agents, volunteers or supervising engineer shall be excess to Service Provider's insurance and shall not contribute with it. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to CIBCSD.

Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of CIBCSD for all work performed by Service Provider, its employees, agents and subcontractors.

Acceptability of Insurers. Insurance required by this Section is to be placed with an insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-X. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum AM Best rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by CIBCSD in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by CIBCSD and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CIBCSD that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to CIBCSD prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to CIBCSD. CONTRACTOR acknowledges and

agrees that such insurance is in addition to CONTRACTOR’s obligation to fully indemnify and hold CIBCSO free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness or willful misconduct of Contractor in performing services assigned by CIBCSO.

Coverage Verification. Service Provider shall furnish CIBCSO with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements shall be in a form acceptable to CIBCSO. Service Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements of this Section. The SERVICE PROVIDER shall have presented, at the time of execution of the Contract, the Insurance Certifications and Endorsements required in the Contract.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO
PROVIDE COVERAGE SPECIFIED

(To be filled out by Insurance Agent, Carrier, Provider)

I, _____, the _____ of
(President, Manager, Owner)

(Name of Company, Corporation) certify that these insurance requirements have been

read and understood and that _____ (Name of Insurance Provider) is
able to provide the coverage, as specified.

Signature of President, Manager, Owner

Date

EXHIBIT D – CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AGREEMENT FOR SERVICES BY CONTRACTOR

This Agreement is made this ___ day of _____, 2019 by and between the Channel Islands Beach Community Services District ("CIBCS D") located at 353 Santa Monica Drive., Channel Islands Beach, California, 93035 and _____ ("Contractor") whose address is _____.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- CIBCS D desires to engage the services of Contractor to perform such services as may be assigned, from time to time, by CIBCS D in writing;
- Contractor agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to CIBCS D that Contractor possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Contractor are described in the Scope of Services provided as an attachment to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, CIBCS D and Contractor agree to the following:

ARTICLE I - TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until July 31, 2019, unless extended or sooner terminated as provided for herein.

ARTICLE II - SERVICES TO BE PERFORMED

2.01 The scope of services for this project is detailed in **Exhibit E Scope of Services**, included as attachment to this Agreement.

ARTICLE III - COMPENSATION

3.01 This contract includes lump sum and unit pricing. For lump sum and unit pricing, CONTRACTOR agrees to furnish labor, equipment, and supervision, and the OWNER agrees to pay for same, in accordance with the unit prices and lump sums listed in the attached **Exhibit A – Cost Proposal Form**.

3.02 OWNER agrees to pay for the work in accordance with the prices listed in the attached exhibits. OWNER agrees to pay for the work within forty five (45) days upon receipt of the invoice, provided the work being invoiced has been completed to the satisfaction of OWNER. The Basis of Charges under this Agreement set forth in the **Exhibit A – Cost Proposal Form** attached hereto and made a part hereof. The Basis of Charges shall be effective for the period beginning on the Effective Date shown on the attached **Exhibit A – Cost Proposal Form** for a period of one (1) year.

All Federal, State and other governmental division taxes, including sales or use taxes, and all taxes or contributions for unemployment compensation, social security, and similar laws applicable to the CONTRACTOR and his employees shall be included in the unit prices included in the attached **Exhibit A – Cost Proposal Form** and the OWNER shall not be liable for additional charges because of such taxes or contributions.

The CONTRACTOR shall prepare and submit a summary of the work performed during each calendar week, on a standard form to be provided by the OWNER. The summary shall be submitted to the OWNER no later than Tuesday of the week following the week covered by the summary. The summary shall set forth:

- a) The location of work performed
- b) If work is performed at more than one location during that week, then the number of hours or days worked at each location;
- c) The name, job classification, rate of pay and number of hours worked by each employee;
- d) Each item of equipment utilized during that week, the hourly rate and the number of hours of operation of each item of equipment.

ARTICLE IV – CONTRACTOR OBLIGATIONS

4.01 Contractor agrees to perform all assigned services in accordance with the terms and conditions of this Agreement. In performing the services required by this Agreement and any related Task Order Contractor shall comply with all local, state and federal laws, rules and regulations. Contractor shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order, unless indicated in writing by CIBCSO. Permit includes at minimum, an Encroachment Permit for work within the public right of way.

4.02 Contractor will supply all personnel and equipment required to perform the assigned services.

4.03 Contractor shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by CIBCSO. Contractor agrees to conform

to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Contractor assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless CIBCSD from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Task Order. Contractor shall procure and maintain for the duration of this Task Order insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Contractor, its employees, agents, subcontractors or representatives, in accordance with **Exhibit C – Insurance Requirements**.

4.04 Contractor hereby covenants and agrees that CIBCSD, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness or willful misconduct of Contractor. Contractor shall hold harmless, defend and indemnify CIBCSD and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Contractor's negligence, recklessness or willful misconduct related to or arising from the performance of the work required under this Agreement or Contractor's failure to comply with any of its obligations contained in this Agreement, except as to such loss or damage which was caused by the active negligence or willful misconduct of CIBCSD.

4.05 Prevailing Wage Contractor/General Requirements:

CONTRACTOR shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" (as that term is defined in the statutes) performed on the Project funded by this Agreement. For purpose of compliance with prevailing wage law, the Contractor shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

CONTRACTOR shall certify to the OWNER on each monthly invoice, that prevailing wages were paid to eligible workers who provided labor for work covered by the invoice and that the Contractor and all subcontractors complied with prevailing wage laws. Prior to the release of any retained funds under this Agreement, the CONTRACTOR shall submit to the District a certificate signed by the CONTRACTOR and all subcontractors performing public works activities stating that prevailing wages were paid as required by law.

CONTRACTOR shall ensure that all agreements with its subcontractors to perform work related to this Program contain the following provisions:

- CONTRACTOR shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for all installation, repair or maintenance work performed under the contract. CONTRACTOR's obligations under prevailing wage laws include without limitation: pay at least the applicable prevailing wage for public works activities performed on the Project; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law.
- CONTRACTOR shall ensure that the above requirements are included in all its contracts and any layer of subcontracts for activities for the Project.

ARTICLE V - CIBCSO OBLIGATIONS

5.01 CIBCSO shall:

- Furnish available as-builts and information related to existing sewer infrastructure.
- Designate a person to act as Project Manager for CIBCSO; this person will interface with the Contractor

ARTICLE VI - ADDITIONAL SERVICES, CHANGES, AND DELETIONS

6.01 During the term of this Agreement, the CIBCSO may, from time to time and without affecting the validity of this Agreement, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by CIBCSO.

6.02 In the event Contractor performs additional or different services than those described in this Agreement without the prior written approval by the CIBCSO, Contractor shall not be compensated for such services.

6.03 Contractor shall promptly advise CIBCSO as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by CIBCSO

6.04 In the event that CIBCSO orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by CIBCSO and Contractor shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII - CONSTRUCTION PROJECTS: CONTRACTOR CHANGE ORDERS

7.01 The Contractor shall complete additional work using the following method:

A. Labor

- i. The cost of labor shall be the actual cost for wages of workers performing the Work at the time the Work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.
- ii. The use of a labor classification which would increase the Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to the Work will be paid.
- iii. Non-direct labor costs, including superintendence, shall be considered part of the markup specified in 2.F.i.

B. Materials

- i. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the Work site in the quantities involved, plus sales tax, freight, and delivery.
- ii. The District reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.

C. Tool and Equipment Rental

- i. No payment will be made for the use of tools which have a replacement value of \$200 or less.
- ii. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.
- iii. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the Work shall be included.
- iv. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site, at no expense to the District.

- v. All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used.
- vi. The reported rental time for equipment already at the Work site shall be the duration of its use on the Work. This time shall begin when the equipment is first used on the Work, plus the time required to move it from its previous site and back, or to a closer site.

D. Other Items

The District may authorize other items which may be required on the Work, including labor, services, material, and equipment. These items must be different in their nature from those required for the Work, and be of a type not ordinarily available from the Contractor or Subcontractors.

E. Invoices

Labor hours, invoices for material, equipment rental and other expenditures shall be submitted with the daily report per 2.G. If the daily report is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the report.

F. Markup

- i. Work by the Contractor

CATEGORY	OVERHEAD	PROFIT
Labor	10%	10%
Materials	10%	5%
Equipment	10%	5%

- ii. Work by Subcontractor

The Contractor may add 5 percent of the subcontractor's total cost for the work. Regardless of the number of hierarchical tiers of subcontractor, the five percent which includes the Contractor's allowance for overhead (3.5%) and profit (1.5%) may be applied one time only to the performing subcontractor's total cost.

G. Daily Reports

The Contractor shall submit a daily report to the District on forms approved by the District. Applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized shall be included. Failure to submit the daily report by the close of the next Working Day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the District and the Contractor. In the event of a

disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

The report shall:

- i. List the names of workers, classifications, and hours worked.
- ii. Describe and list quantities of materials used.
- iii. List the type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- iv. Describe other services and expenditures in such detail as the District may require.

H. Other Considerations

For items not addressed in the contract documents, the Contractor shall refer to the Standard Specification for Public Works Construction, 2015 Edition.

ARTICLE VIII - TERMINATION OF AGREEMENT

OWNER may terminate the Agreement at any time, for OWNER's convenience, by delivery of written notice of such termination to CONTRACTOR, and CONTRACTOR shall immediately cease the work and transfer to OWNER, in accordance with OWNER's directions, all materials, supplies, work in progress, equipment, machinery or tools acquired by CONTRACTOR in connection with the performance of the work and for which CONTRACTOR is reimbursed hereunder, and all drawings, specifications, plans, sketches, and information for use in connection therewith. CONTRACTOR shall, if directed by the OWNER and to the extent stated in the notice of termination, do such work as may be necessary to preserve the work in progress and to protect material and equipment on the job site or in transit thereto.

If work is not being done in accordance with the Agreement, any work in progress shall be stopped immediately by the CONTRACTOR upon request of the OWNER. Further, this Agreement may be cancelled by the OWNER by delivery of written notice of such termination to CONTRACTOR in the event the CONTRACTOR fails to perform the work in accordance with the SPECIFICATIONS or otherwise breaches any of the terms and conditions of the Agreement. The remedies of the OWNER set forth in this Agreement are cumulative and in addition to all rights and remedies provided by law or equity.

ARTICLE IX - CONTRACTOR STATUS

9.01 Contractor shall perform the services assigned by CIBCSD in Contractor's own way as an independent contractor, in pursuit of Contractor's independent calling and not as an employee of CIBCSD. Contractor shall be under the control of CIBCSD only as to the result to be accomplished and the personnel assigned to perform services. However, Contractor shall

regularly confer with CIBCSD's liaison, General Manager, and Commission as provided for in this Agreement.

9.02 Contractor hereby specifically represents and warrants to CIBCSD that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent Contractor rendering the same or similar services. Furthermore, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

ARTICLE X - AUDIT AND OWNERSHIP OF DOCUMENTS

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Contractor in connection with the performance of services assigned to it by CIBCSD are the sole property of CIBCSD, and Contractor shall promptly deliver all such materials to CIBCSD. Contractor may retain copies of the original documents, at its option and expense.

10.02 Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records, certified payroll, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CIBCSD may deem necessary, Contractor shall make available to CIBCSD's agents for examination of all such records and will permit CIBCSD's agents to audit, examine and reproduce such records.

ARTICLE XI - MISCELLANEOUS PROVISIONS

11.01 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for CIBCSD and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 Contractor shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CIBCSD. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event Contractor is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Contractor from CIBCSD as of the date of death will be paid to Contractor's estate.

11.04 Contractor shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.05 During the performance of the Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11.06 Contractor's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.

11.07 In the event that any provision of this Work Order is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Work Order shall continue to be in full force and effect and shall not be affected thereby.

11.08 Performance and Payment Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period, whichever is later, except as provided otherwise by Laws or Regulations, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds

and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under of this Agreement.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

11.09 The following referenced documents are included in this Agreement:

- A. Cost Proposal Form
- B. Non-Collusion Affidavit
- C. Acknowledgement of Insurance Requirements
- D. Scope of Services
- E. CIBCSD Sewer System Figure
- F. Bond Forms

EXHIBIT E – SCOPE OF SERVICES

1.01 DEFINITIONS

The following definitions shall apply to this technical specification for CCTV Inspection Services:

- A. "OWNER": Channel Islands Beach Community Services District (CIBCS D)
- B. "CCTV": Closed-circuit Television
- C. "CONTRACTOR": Service Provider awarded the work under this contract
- D. "Manhole Structure": When used to describe an access way to the sewer system or a starting/finishing location for line inspection, the term "Manhole Structure" should be construed as any access port to the sewer system.
- E. "Segment": When used to describe a section of the sewer line, the term "segment" should be construed as that portion of the sewer pipe between two Manhole Structures
- F. "NASSCO": National Association of Sewer Service Companies
- G. "PACP": Pipeline Assessment Certification Program
- H. "MACP": Manhole Assessment Certification Program
- I. "MUTCD": Manual on Uniform Traffic Control Devices
- J. "WORK HOURS": Weekday hours between 7:30 AM and 5:00 PM

1.02 FIGURES

See **Exhibit F - CIBCS D Sewer System Figure.**

1.03 SCOPE OF WORK

A. GENERAL

This section covers the cleaning and inspection of gravity sanitary sewer pipelines and manholes. The purpose of the work is to clean a sewer main and remove any settled,

accumulated, or attached debris, and then to conduct a NASSCO, PACP and MACP certified pipeline/manhole condition assessment.

- a. CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary for the mobilization, traffic control, CCTV inspection and cleaning of approximately 42,826 Linear Feet (lf) of the 8-inch and 10-inch sewer system pipelines and approximately 84 Manhole Structures described herein.
- b. Sewer pipelines are VCP and range in sizes from 8-inches to 10-inches in diameter (see Exhibit F).
- c. CONTRACTOR shall be solely responsible for safety during the performance of all work. The CONTRACTOR shall not enter any sewer segment where hazardous conditions may exist until the source of those conditions is identified and eliminated. The CONTRACTOR shall perform all work in accordance with the latest OSHA confined space entry regulations.
- d. CONTRACTOR shall take satisfactory precautions to protect the sewer segments and appurtenances from damage that might be inflicted upon them using cleaning and inspection equipment. Whenever hydraulically propelled cleaning tools, or any tools which retard the flow of water in the sewer segment are used, precautions shall be taken by the CONTRACTOR to ensure that the water pressure utilized does not result in any damage of the sewer line or flooding to public or private property.
- e. CONTRACTOR shall perform cleaning and inspection services between the hours of 7:30 am and 5:00 pm, and as indicated traffic control permits, to be acquired by the CONTRACTOR.
- f. Sewers that have excessive flow prohibiting cleaning or inspection services, shall be cleaned during low flow hours – between 11:00 p.m. and 6:00 a.m. at no extra cost to the District. CONTRACTOR shall coordinate after hours work with the District and attain the appropriate traffic control permits for nighttime work. CONTRACTOR shall communicate which lines require this low flow cleaning 3 days prior to commencement of night-time work.

B. PERMITS AND TRAFFIC CONTROL

- a. CONTRACTOR shall provide Traffic Control plans if required by the appropriate permitting agency. CONTRACTOR shall obtain and pay for all permits.
- b. In addition, CONTRACTOR shall provide all traffic control in accordance with the latest CALTRANS regulations and MUTCD guidelines. Additional local regulations shall have precedence. CONTRACTOR shall supply all signs, barriers, markers, and flagmen as required to maintain traffic.

C. CLEANING

Combination sewer cleaners with high velocity jetting and vacuum removal equipment shall be utilized to perform cleaning of sewer lines and manholes throughout the sewer system.

- a. The intent of sewer pipeline/manhole cleaning is to (1) remove foreign materials from sewer lines to restore the capacity of the lines to their design hydraulic capacity (2) remove foreign materials from sewer lines to allow for complete pipeline condition assessment according to PACP standards, and (3) remove foreign materials from manholes.
- b. Debris and obstructions to be removed prior to inspection include, but are not limited to, sludge, mud, sand, gravel, rocks, bricks, grease, pieces of broken pipe, roots, rags, encrusted hardened debris, protruding taps, foreign materials, etc. The inspection of the sewer lines and manholes shall not proceed until the cleaning and preparation has been completed to the satisfaction of the standards detailed in Section 3.05.

D. CCTV INSPECTION

- a. Electronic digital recordings shall be made of the CCTV inspections and copies of both the recordings and inspection reports shall be supplied to OWNER.

1.04 SUBMITTALS

The CONTRACTOR shall submit the following to the OWNER:

A. PRE-INSPECTION SUBMITTALS

Inspection operations shall not commence until the following have been received, reviewed, and approved by the OWNER where noted.

- a. A description, including the manufacturer's specifications, for all CCTV equipment, including the 360-Degree Digital Scanning Equipment for manhole inspections.
- b. A description of the traffic control plan for the temporary closing of streets or traffic lanes and rerouting of traffic if necessary. The traffic control plan shall include the anticipated length of time that each specific street will have traffic disruptions and shall conform to the regulations and standards in effect for the affected jurisdiction and Caltrans. Final scheduling shall be coordinated with the affected jurisdiction for defining street detours, closings and interruptions of service for mass transit. CONTRACTOR will obtain and pay for all permits.

B. PROGRESS SUBMITTALS

Progress reports shall be submitted for OWNER review no later than seven (7) days after the inspection took place. Progress reports shall document work completed and shall include the following:

- a. CONTRACTOR's log sheets, with a section by section breakdown including comments, shall be maintained on site, in a legible manner for review always.
- b. The PACP data collection system used for CCTV shall be compatible with the District's asset management system. The data shall be sent to the District in acceptable PACP Exchange database file format. The system shall be able to produce reports in PDF format to include, at a minimum, all observation points, pertinent data, and defect images for a sewer main segment. All observations in the reports shall match the defect codes in accordance with PACP naming conventions.
- c. Summary table (in MS Excel 2016, MS Word 2016, or later format) listing sewer segments cleaned (using unique numbering system to be provided by the OWNER), location, unique inspection tracking number, and any relevant notes. Summary shall be in accordance with deliverables outlined in section 3.05 (Deliverables).
- d. All CCTV inspection footage shall be submitted on a portable hard drive. Each hard drive shall be labeled as discussed in Section 3.03 B. All CCTV inspection footage/video clips (with audio) shall use the one of the most current NASSCO PACP certified inspection software. The video recordings of the sewer inspections shall be made using digital video equipment. The digital recording equipment shall capture sewer inspection on USB memory or hard drive, with each sewer line inspection recorded as an individual .mpeg file or approved equal. The digital recording shall be free of electrical interference and shall produce a clear and stable image. Files shall be named using a unique naming/numbering system to be provided by OWNER.

1.05 QUALITY ASSURANCE / TRAINING REQUIREMENTS (Included in Proposal)

- A. Qualifications of the Inspection Crew Supervisor shall have five years minimum experience and be NASSCO certified with all current PACP and MACP procedures.
- B. OWNER reserves the right to approve personnel used and to request new personnel if the personnel used is not performing to the satisfaction of OWNER.

- C. CONTRACTOR shall utilize a commercial-off-the-shelf (COTS) NASSCO certified CCTV data collection/inspection software package furnished by a single manufacturer who is fully experienced, reputable and qualified in the manufacture of the equipment to be furnished.
- D. CONTRACTOR's employees responsible for data collection and preparation of the final inspection report shall each have a minimum CCTV inspection experience level of 5-years and have experience spanning the full operational capabilities of the NASSCO certified software package. Evidence of experience shall be provided to OWNER in advance of the work for each person operating the inspection equipment and preparing the final inspection reports.
- E. The methodology of evaluation, data collection, condition assessment, and reporting criteria shall be based upon the latest edition of the NASSCO guidance for all CCTV inspections under this contract.
- F. All inspection equipment technicians and operators shall have been trained and certified to assess the conditions of the sewers according to the NASSCO guidelines. Training of personnel shall be through the Pipeline Assessment and Certification Program (PACP). Proper evidence of certification shall be provided to the OWNER in advance of the work for each person assessing the sewers and operating the inspection equipment.

1.06 PROJECT DESCRIPTION, REQUIREMENTS, AND CONDITIONS

The CIBCSD sewer line segments and appurtenances to be cleaned and inspected (unless noted otherwise) under this contract include portions of the CIBCSD sewer system that are 8-inch and 10-inch diameter lines only, and associated manhole structures.

- A. CONTRACTOR shall field verify all conditions and anticipate any increased coordination and setup time for inspection operations prior to submitting bid.
- B. Manhole Structures along the segments to be inspected may be located in high vehicle traffic areas. As such, accessing these Manhole Structures may require special consideration, coordination, and compliance with the requirements of local jurisdictional Right-Of-Ways. CONTRACTOR shall field verify all conditions and anticipate any increased coordination and set-up time for inspection operations prior to submitting bid.
- C. All work performed, and equipment utilized by CONTRACTOR shall conform to FED-OSHA and CAL-OSHA Title 8 requirements, including, but not limited to, work performed in confined spaces. CONTRACTOR shall provide a minimum of a two-person crew at all times.

- D. CONTRACTOR shall be responsible for managing and controlling traffic in a safe manner at all times, including, but not limited to reconnaissance and CCTV inspection activities.
- E. CONTRACTOR shall provide necessary equipment to meet local noise restrictions.
- F. In the event of a sewer overflow, interruption, or contamination caused by CONTRACTOR's actions, CONTRACTOR shall immediately notify OWNER and shall contain overflow and/or contamination. CONTRACTOR shall be responsible for any fines levied by others, reimbursement of any OWNER-incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs. CONTRACTOR shall also notify OWNER immediately of any observed non-CONTRACTOR related spills and/or any abnormal conditions.

1.07 DISPOSAL OF WASTES

- A. Sewer cleaning and flushing waste shall be collected by CONTRACTOR and disposed of at the City of Oxnard Wastewater Treatment Plant located at 6001 Perkins Rd, Oxnard CA. The CONTRACTOR shall submit notification in writing to the District outlining the dates and method of disposal at this facility 7 days prior to starting work.
- B. A receipt for disposition of these materials shall be obtained from consignee, and a certified copy given Owner showing amounts and destination or end use.

1.08 MEASUREMENT AND PAYMENT

- A. CONTRACTOR shall be paid based on the actual work performed in accordance with the unit rate schedule provided on CONTRACTOR's Cost Proposal Form (Exhibit A). Services under this agreement shall be as requested and needed. OWNER will not be obligated to any minimum or maximum quantities under the agreement.
- B. CONTRACTOR shall reference submitted inspection reports and supporting documentation and data with each monthly itemized invoice.
- C. All CCTV data shall be provided in accordance to the specifications of this Scope of Work. Failure to abide by the stipulations in this Scope of Work or any of the Terms and Conditions of the agreement could result in non-payment and might require re-inspection by the CONTRACTOR prior to approval of any invoices.

PART 2: CCTV PRODUCTS

2.01 VIDEO INSPECTION EQUIPMENT

A. CONTRACTOR shall furnish the inspection studio, television cameras, video capture equipment, data collection/inspection software, and any other necessary equipment, materials, electricity, labor and technicians as may be required to perform the inspections.

B. CLOSED CIRCUIT TELEVISION CAMERA

The camera used for the inspection shall be one specifically designed and constructed for sanitary sewer inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100 percent humidity/submerged conditions. The camera equipment will provide a view of the pipe ahead, and of features to the side of the camera through turning and rotation of the lens. The camera shall be capable of tilting at right angles along the axis of the pipe while panning the camera lens through a full circle about the circumference of the pipe. The lights on the camera shall also be capable of panning 90-degrees to the axis of the pipe. Cameras incorporating mirrors for viewing sides or using exposed rotating heads are not acceptable. The camera lens shall be an auto-iris type with remote controlled manual override. The camera unit and tether cable shall be cable of inspecting two complete, consecutive sewer reaches with access approximately 1,000 feet apart. If the equipment proves to be unsatisfactory to the District, it shall be replaced with adequate equipment.

Additional requirements:

- a. Video inspections shall be performed by a certified NASSCO PACP trained operator.
- b. The cameras shall meet Cal-OSHA requirements for operating in the sanitary sewer system.
- c. The CONTRACTOR's CCTV equipment shall include video cameras, a video monitor cable, power sources, and all equipment necessary to perform a CCTV inspection as outlined in this Technical Specifications.
- d. The cameras shall have Pan-and-Tilt capabilities and shall have a minimum of 360 x 270-degree rotation and illumination sensitivity shall be three lux or less and provide a minimum of 460 lines of resolution.

- e. During CCTV inspection, lighting intensity shall be adjusted to minimize glare. Lighting and picture quality shall be adjusted to provide a clear, in focus picture of the entire periphery of the pipeline for all conditions encountered.
- f. All camera systems shall be able to navigate around minor objects, roots, and debris. The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the sewer conditions.
- g. The camera cable shall be retracted to remove slack and to ensure an accurate footage reading.
- h. The distance shall be measured between the exit of the start manhole and the entrance of the finish manhole for a true measurement of the length of the pipe segment, as required by PACP. It shall be recorded in standard units and the video display readout shall display units to one-tenth of a foot.
- i. The cable footage-counter shall be accurate to plus or minus 2 feet per 1,000 feet.
- j. Video inspection and reporting shall be submitted in a NASSCO compatible format.
- k. The camera lens shall be kept clear of condensation and debris during the CCTV inspection.

C. PICTURE QUALITY

The camera, viewing monitor and other components of the inspection system shall be capable of producing picture quality to the satisfaction of the District and shall provide an image that meets the following specifications, or approved equal.

- a. The gray scale shall show equal changes in brightness ranging from black to white with a minimum of five stages.
- b. With the monitor control correctly adjusted, the six colors - Yellow, Cyan, Green, Magenta, Red, and Blue, plus black and white shall be clearly resolved and gray scale shall appear in contrasting shades of gray with no color tint.
- c. The picture shall show no convergence or divergence over the whole of the picture.

- d. The camera shall record at a minimum of 460 lines of horizontal resolution and have a clear, stable image with no interference.
- e. Lighting intensity shall be remote controlled and shall be adjusted to minimize reflective glare.
- f. Lighting and camera quality shall provide a clear, in-focus picture of the entire inside periphery of the sewers for all conditions except submergence. Under ideal conditions (no fog in the sewer) the camera lighting shall allow a clear picture of the entire periphery of the sewer for at least five pipe diameter lengths away. The lighting shall provide uniform light free from shadows or hot spots.
- g. Camera focal distance shall be remotely adjustable through a range of 2 inches to infinity.
- h. The video camera shall be capable of displaying on screen data as specified in Part 3.05.
- i. The camera shall have zoom capabilities to be able to view the entire depth of a 20-foot-deep manhole from the bottom during inspection.
- j. The picture shall be free from debris or moisture buildup on the camera lens.

D. VIDEO CAPTURE SYSTEM

The system shall use one of the most current NASSCO PACP certified inspection software. The video recordings of the sewer inspections shall be made using digital video equipment. The digital recording equipment shall capture sewer inspection on USB memory or hard drive, with each sewer line inspection recorded as an individual .mpeg file or approved equal. The digital recording shall be free of electrical interference and shall produce a clear and stable image.

E. STILL IMAGES

The equipment and software shall be capable of producing digitized images of all sewer line defects, manhole defects, and sewer line service connections in .jpeg format. The CONTRACTOR shall take digital still images of each defect, construction features and service connection to clearly depict it. More images may be necessary depending upon the condition of the pipe.

F. REPORTS

The data shall be sent to the District in acceptable PACP Exchange database file format. The system shall be able to produce reports in PDF format to include, at a minimum, all observation points, pertinent data, and defect images for a sewer main segment. All observations in the reports shall match the defect codes in accordance with PACP naming conventions.

G. SOFTWARE

The Software used for the CCTV inspection shall be:

- a. Wincan
- b. Granite XP
- c. POSM
- d. Or Approved, NASSCO Certified Equal

2.02 DATA COLLECTION / INSPECTION SOFTWARE

A. LOGGING AND REPORTING

- a. CONTRACTOR shall collect all CCTV inspection data using a NASSCO compliant database format. Data shall be delivered to OWNER in approved formats per Sections 1.04 and 1.05. CONTRACTOR shall provide documentation of any additional data fields used during the inspection to satisfy the minimum data requirements of NASSCO standard. File names of database files, JPEG files, and MPEGs shall use a logical sequence which utilizes CIBCSO unique sewer reach numbering, Manhole Structure numbers, and/or pipeline segment numbers in the filename to allow for quick recognition of location based on file name. Naming conventions shall be standardized and coordinated with OWNER prior to beginning CCTV work.
- b. Each segment of pipe inspected shall be identified by a starting and ending Manhole Structure number as indicated by OWNER prior to the CCTV inspection. As such, each segment of pipe shall be tracked as starting identification number to ending identification number. In the event that an additional access point is used by CONTRACTOR, such point shall be identified by CONTRACTOR using the same numbering convention. The locations of all additional or non-located access points shall be noted and provided to OWNER.
- c. The software package shall include provisions for collecting information specific to Manhole Structures and all other sewer access points.
- d. The software shall be pre-programmed with the pipeline defect conditions described in the NASSCO guidance and shall be flexible enough to allow customization by OWNER.

- e. The footage reading from the camera equipment shall be automatically entered into the survey log and shall directly correspond to the noted defect location throughout the pipe when graphic and tabular reports generated. The graphical reports shall print in color for quick glance referencing of the defect category.
- f. The software shall be capable of compiling data from multiple inspections, sorting the data based on a user defined description field, and providing the data in summary reports.
- g. The software shall be capable of translating field data to the GIS database used by the District and in accordance with NASSCO standards.
- h. All relevant pipe segment information shall be entered prior to the actual survey. The below listed minimum survey detail must be supplied in the software for proper segment documentation. The graphic and tabular survey reports generated shall include the below listed information as well as Manhole Structure inspection observations, pipe centerline footage count, condition grade and defect description, defect location reference including clock description, severity and special remarks:
 - 1. CIBCSO Contract Name
 - 2. CIBCSO Contract Number
 - 3. CONTRACTOR Name
 - 4. CONTRACTOR's Operator Name
 - 5. Inspection or Survey Date
 - 6. Inspection Start Time
 - 7. Sewer Pre-cleaned prior to inspection? Y/N
 - 8. Ambient weather conditions
 - 9. Starting Manhole Structure identification no.
 - 10. Ending Manhole Structure identification no.
 - 11. Starting Maintenance Access Structure depth (rim to invert) and/or structure dimensions (field verified)
 - 12. Ending Maintenance Access Structure depth (rim to invert) and/or structure dimensions (field verified)
 - 13. Direction of survey (upstream / downstream)
 - 14. Pipe shape
 - 15. Pipe diameter and/or height and width
 - 16. Pipe construction material
 - 17. Pipe liner material
 - 18. Pipe joint lengths
 - 19. Pipe total segment length (field verified)

20. Total surveyed length in segment
21. Digital File number

B. DIGITAL VIDEO SYSTEM

- a. The software package shall allow the video surveys to be recorded as digital MPEG files (see Section 1.04). The MPEG files shall have indexes to the defect observations saved as a time reference. One MPEG file shall be provided for each Manhole Structure-to-Manhole Structure pipe segment. MPEG compression shall not significantly degrade the still frame quality of the video signal from the original source video.
- b. Non-digital media will not be accepted. CONTRACTOR shall re-inspect the requested segments if any of the digital recording equipment fails during the inspection.
- c. The software package shall include video image capture capabilities. The software shall be capable of capturing multiple color video frames of the defects found during inspection and attaching these images to the inspection reports. CONTRACTOR shall be required to take video frame snapshots of all defects.
- d. The image capture system shall be capable of recording multiple video clips of an observation of between 5 and 20 seconds in duration. CONTRACTOR shall be required to record video clips of continuous structural defects, such as longitudinal cracks, with a grade rating to show the magnitude of the defect, or of service defects, such as infiltration, to show the degree of the defects.
- e. Footage count and elapsed time shall be captured on the corresponding video image and shall appear on the reports indicating the elapsed time and correct centerline footage measurements of when the image was captured during inspection.
- f. Defect images in the reports shall appear in a highlighted color, based on the nature of the defect, on both the computer monitor and on the printed reports.
- g. The CONTRACTOR shall provide the OWNER with any codecs or special software, if required, to play the CCTV videos. All CCTV videos shall be compatible with standard multimedia players (i.e. Windows Media Player, QuickTime, etc.)
- h. The CONTRACTOR shall be able to provide a digital copy of the recorded footage from the field, soon after inspection and on a USB or portable hard drive.

PART 3: CCTV AND CLEANING EXECUTION

3.01 EVALUATION CRITERIA

- A. Sewer condition grades for all CCTV evaluations in this contract shall be based upon the condition grade schedule presented in the latest edition of the NASSCO guidance, unless otherwise specified/customized by OWNER.
- B. The worst defect along the individual sewer segment shall be used to give a single condition grade for that particular sewer segment; i.e., the grade for the sewer segment is based on the worst internal condition grade along the sewer segment.
- C. It shall be the responsibility of the CONTRACTOR to ensure that defects are reported uniformly and consistently by all inspection crews.
- D. Pre-Cleaning: Inspection shall not commence until the sewer segment to be inspected has been completely cleaned in conformance with Part 3.05. Pre-cleaning shall not have been completed more than 48 hours in advance of the inspection. If pre-cleaning precedes an inspection by more than 48 hours the inspection will be rejected, and the sewer segment shall be re-cleaned and re-inspected at no additional cost to the District.

3.02 PROCEDURE

- A. Prior to opening Manhole Structure covers or other access points, the atmosphere of the access point shall be checked by CONTRACTOR to ensure a non-explosive and non-hazardous atmosphere. The portable gas detection equipment shall measure and alarm the following hazardous gasses: hydrogen sulfide, carbon monoxide, methane, and low oxygen. CONTRACTOR shall ventilate all access points as required for the safe execution of the work in this contract. CONTRACTOR shall ensure that at no time the ventilation be the cause of public nuisance odor problems.
- B. Many of the Manhole Structures along the segments to be inspected under this contract have not been opened for extended periods and, therefore, may be surcharged. As such, CONTRACTOR shall exercise caution when accessing all Maintenance Access Structures.
- C. The camera shall be moved through the sewer segment at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition, or to "image capture" defects. At no time shall the television camera be pulled at a speed greater than 40 feet per minute. Manual winches, power winches, TV cable and powered rewinds or other devices (crawler camera) that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.
- D. The camera shall be stopped to inspect any areas of concern by using the pan and tilt feature of the television camera. For the purposes of this technical specification, an "area of concern" shall be considered as any one of the following:

- a. Locations of structural damage to the piping, Manhole Structures and other appurtenant structures, including sagging, cracked or collapsed segments.
 - b. Joints which appear to be damaged, incorrectly installed, shifted, or in any way deficient.
 - c. Areas in which noticeable infiltration is occurring. The approximate flow into the pipe at these locations shall be recorded as a field observation.
 - d. Unusual or deficient conditions such as roots, storm sewer connections, and the presence of vermin, scale, corrosion, grease and grit.
 - e. Any other discernible feature or condition which, in the opinion of CONTRACTOR or OWNER, may pose a problem to the integrity or functionality of the sewer.
- E. Whenever possible, CONTRACTOR shall complete the inspection of a pipe segment in one continuous run. CONTRACTOR shall complete each sewer segment in its entirety before stopping work for the day. No partial segment of sewer inspection shall be permitted. In the event of an obstruction, CONTRACTOR may access the pipeline from the other direction.
- F. CONTRACTOR shall provide a minimum of four video frame snapshots per segment of pipeline between Maintenance Access Structures regardless of the condition of the pipeline segment.
- G. All formatted data, video and corresponding reports shall be submitted on USB or hard drive to the OWNER no later than seven (7) days after CCTV inspection took place. All USB storage and hard drives shall become the property of the OWNER once submitted.

3.03 CCTV PERFORMANCE

- A. Color CCTV. All CCTV work shall use color CCTV reproduction.
- B. CCTV Picture Quality. An approved test device shall be provided and be available on site throughout the Contract, enabling the tests specified in this clause to be checked. The CONTRACTOR shall test the camera at the start of each shift.
- C. The electronic systems, television camera and monitor shall be of such quality as to enable the following to be achieved:
 - a. **Shades of Gray.** The gray scale shall show equal changes in brightness ranging from black to white with a minimum of five clearly recognizable stages.
 - b. **Color.** With the monitor adjusted for correct saturation, the six colors plus black and white shall be clearly resolved with the primary and complementary colors in order of decreasing luminance. The gray scale shall appear in contrasting shades of gray with no tint.
 - c. **Linearity.** The background grid shall show squares of equal size, without convergence/divergence over the whole of picture. The center circle shall appear round and have the correct height/width relationship ($\pm 5\%$).

- d. **Resolution.** The live picture must be clearly visible with no interference and capable of registering a minimum number of TV lines/pictures height lines. The resolution shall be checked with the monitor color turned down. In the case of tube cameras this shall be 600 lines.
 - e. **Color Constancy.** To ensure the camera shall provide similar results when used with its own illumination source, the lighting shall be fixed in intensity prior to commencing the inspection. To ensure color constancy, generally no variation in illumination shall take place during the inspection.
 - f. The CONTRACTOR shall note that OWNER may periodically check both the live and video picture consistency against the color bar. Any differences shall require re-inspect of the new length or lengths affected, at the CONTRACTOR's expense.
- D. Video File Playback. Video file playback shall be capable of a resolution of a minimum of 460 lines of resolution.
- E. CCTV Focus/Iris/Illumination. The adjustment of focus and iris shall allow optimum picture quality to be achieved and shall be remotely operated. The adjustment of focus and iris shall provide a minimum focal range from 6 inches in front of the camera's lens to infinity. The distance along the sewer in focus from the initial point of observation shall be a minimum of twice the vertical height of the sewer. The illumination must be such as to allow an even distribution of the light around the sewer perimeter without the loss of contrast, flare out of picture or shadowing.

3.04 MANHOLE INSPECTION

A. 360-DEGREE DIGITAL SCANNING AND VIDEO EQUIPMENT

- a. The inspection camera system must be 100% digital. Any analog or NTSC video camera will be deemed unacceptable.
- b. The manhole inspection camera system shall be able to travel in both upward and downward directions and shall allow for camera adjustment so that it is centered within the manhole.
- c. Lighting:
 - i. The inspection camera system must be capable of illuminating the interior of the manhole being assessed to evenly and adequately distribute the light evenly onto the structure walls.
 - ii. Manhole inspection equipment must be able to illuminate manholes up to 120" in diameter without the need of any auxiliary lighting.
 - iii. Lighting systems that result in assessments with motion blur, lack of still photo clarity, insufficient illumination, etc. will not be accepted and will be repeated at the CONTRACTOR's expense.

- d. The inspection camera system must have independently or simultaneously controlled digital cameras that provide complete coverage of the interior of the structure to allow for a complete, 360-degree field of view when compiled. Field views from multiple camera systems must sufficiently overlap to enable near seamless compilation.
- e. The digital files must include a distortion-free virtual pan and tilt allowing the review of the asset from any angle throughout the extents of the manhole. The virtual pan and tilt must be able to view 360 degrees in any direction. The virtual pan and tilt that exhibit image distortion in any view will not be accepted.
- f. The inspection system shall be capable of producing individual images or frames with no more than 0.001 inches of movement during image or frame exposure to produce crisp, clear images.
- g. The inspection camera must provide a minimum of 3000 line of vertical resolution in the side view and a minimum of 500 lines in the perspective view.
- h. The digital files must include the capability to produce a three-dimensional representation of the manhole. This data shall allow for the performance of geometric measurements and be exportable to common computer-aided design software.
- i. The digital files must include an unfolded view of the manhole asset being inspected.
- j. 360 Degree Digital Scanning Manhole Inspection Equipment shall be a:
 1. SpiDer Scanner
 2. CleverScan
 3. Or an approved equal

3.05 FORMATTING

A. VIDEO

At the start of each segment, a data generator shall electronically generate and clearly display on the viewing monitor and video recording a record of data in alphanumeric form containing the following minimum information:

- a. Automatic update of the camera's position, in feet and tenths, in the sewer line from adjusted zero. The distance reading entered on to the data display at the cable calibration point must allow for the distance from the start of the survey to the cable calibration point such that the footage at the start of the survey is zero.
- b. Diameter and length of sewer line, type of material sewer line is composed of, linear material type, etc.

- c. Upstream Manhole Structure and downstream Manhole Structure District's identification numbers.
- d. Direction of inspection (upstream or downstream)
- e. Date and starting time of the inspection.
- f. Operator's/Surveyor's name
- g. Street Name

Once the survey of the pipeline is under way, specific data should be continuously displayed on the viewing monitor and video recording. The size and position of the data display shall be such as not to interfere with the main subject of the picture yet shall be easily readable when the recording is replayed. At a minimum, the following data should be displayed:

- a. Automatic update of the camera's position, in feet and tenths, in the sewer line from adjusted zero.
- b. Upstream Manhole Structure and downstream Manhole Structure District identification numbers.

Each segment length (consecutive Maintenance Access Structure to Maintenance Access Structure) shall be entered on a separate coding sheet. Thus, where CONTRACTOR elects to "pull through" a Manhole Structure during a CCTV survey, CONTRACTOR shall start a new coding sheet at the Manhole Structure "pulled through" and shall reset the distance to zero on the coding sheet, viewing monitor, and video recording.

B. USB/HARD DRIVE DEVICE

Permanently label each USB/HARD DRIVE with the following information:

- a. CIBCSO SEWER CCTV INSPECTION
- b. Reach:
- c. CONTRACTOR:
- d. USB/HARD DRIVE No:
- e. Date Inspected:
- f. Start MH:
- g. Finish MH:

3.05 CLEANING PROCEDURES

A. GENERAL

- a. The normal cleaning operation shall be to propel the jet from the downstream manhole towards the upstream manhole at a low pressure not to exceed 1,500

psi, and then slowly pull the jetting nozzle back at a higher pressure not to exceed 2,500 psi for 8" and 10" pipe, thereby pulling any debris back to the downstream manhole. The pullback rate on jetting shall not be greater than three feet per second.

- b. During the cleaning, the operator shall watch the flow of debris to the manhole from where the jetting began. If no debris is present, then a single cleaning pass shall be sufficient. If debris is encountered the entire sewer segment shall be cleaned repeatedly until debris is no longer present. If after the second pass of cleaning, there is still a sign of significant dirt and gravel the cleaning operation for that pipe shall cease and the District Inspector shall be notified that heavy cleaning of the line is required.
- c. If cleaning of an entire sewer segment cannot be successfully completed from the downstream manhole, the CONTRACTOR shall inspect the sewer line using CCTV methods to identify the cause of the problem. The CONTRACTOR shall not approach the segment from the upstream manhole.
- d. If the CONTRACTOR is unable to successfully clean a sewer line the CONTRACTOR shall inform the District Inspector on the same day.

B. MATERIAL REMOVAL

- a. All sludge, dirt, sand, rocks, grease, roots, and other materials resulting from sewer cleaning operations shall be removed at the manhole from which the CONTRACTOR is jetting using the equipment's vacuum system. Those materials which cannot be removed using the vacuum shall be completely removed using alternative methods. Passing material from one sewer line to another shall not be permitted. Material from cleaning operations shall not be stored in manholes.
- b. All material generated in sewer cleaning shall be disposed of at a location chosen by the CONTRACTOR. The CONTRACTOR shall be responsible for delivering the materials to the disposal location (listed in Section 1.07.E of this specification).
- c. Dewatering of the combination sewer cleaner tank shall be discharged into the sanitary sewer system at a manhole downstream of the pipe segments that have been cleaned. However, no sediment, debris, rocks, stones or sand shall be discharged into the District's sewer collection system.

C. MANHOLE CLEANING

Both the upstream and downstream manholes are to be cleaned as a respective sewer segment is cleaned. The high-pressure hand gun system shall be used to clean all components of a manhole including the frame, rim, corbels, walls, troughs and inverts. No payment for work performed shall be made until the manholes at both ends of the sewer segment are satisfactorily cleaned. Manhole cleaning shall be in accordance with NASSCO MACP certified guidelines.

D. ROOT REMOVAL

- a. If during the cleaning process the operator observes significant quantities of roots being pulled back to the manhole, or the operator performing the inspection encounters any amount of roots more than a "Roots - Fine" classification as defined in the PACP Reference Manual, the CONTRACTOR shall use appropriate hydraulically driven equipment to remove the roots.
- b. Roots shall be removed where root intrusion has either diminished the design hydraulic capacity, or prevented or diminished the quality of the inspection by obscuring any area of the pipeline.
- c. Only physical removal of the roots from the sewer line will be allowed, no chemical removal methods may be used. Root removal equipment may include the following: hydraulically driven root cutting blade assemblies and hydraulic jetting nozzles. Hydraulically propelled chain root cutters are not allowed. Care shall be taken to select equipment that will not damage the host pipe or sewer service connections. All roots shall be removed using the cleaning equipment's vacuum system.
- d. If the roots are encountered during the inspection process the inspection may be paused, the root cutting may be executed, and then the inspection may be resumed.
- e. Payment for root removal shall be included in the contract unit price per lineal foot for sewer cleaning.

PART 4: DELIVERABLES & ACCEPTANCE

4.01 DELIVERABLES

The following deliverables shall be in accordance with NASSCO PACP export standards and shall be submitted at the completion of a trunk sewer or sewer basin inspection, or at least monthly, on a portable hard drive:

1. PACP standard database export (.mdb)
2. PACP standard inspection reports in PDF format
3. PACP standard inspection video export saved in MPEG format
4. PACP standard inspection photograph export saved in .jpeg format
5. Map depicting sewer lines inspected to date
6. Footage calibration report for each CCTV camera used
7. PACP Certificate copies of all operators

Summary table of all pipeline segments inspected with the following fields in the order listed:

1. Column 1: Date of Inspection

2. Column 2: Start Manhole
3. Column 3: Stop Manhole
4. Column 4: Total Pipe Length (per as-built plan)
5. Column 5: Feet TV'd Televised Length
6. Column 6: Quick Maintenance Rating (per PACP)
7. Column 7: Quick Structure Rating (per PACP)
8. Column 8: Section Number

An observation table of all pipeline segments inspected with the following fields in the order listed:

1. Column 1: Section Number
2. Column 2: Position of Defect
3. Column 3: Observation Code (per PACP)
4. Column 4: Observation Description
5. Column 5: Structural Grade (per PACP)
6. Column 6: O&M Grade per (PACP)

PACP Codes:

1. **AMH** – All inspections shall start with AMH, or other appropriate code for access point. (Refer to PACP Reference manual pg. 7-13)
2. **MSA** – All inspections where a segment is abandoned due to a blockage, obstruction, or collapsed sewer shall end with this code, and a reverse inspection shall be attempted. (Refer to PACP Reference manual pg. 1-4, 8-2, and 8-7)
3. **MGO** – This code shall be used when additional remarks are necessary...such as, reverse inspection, re-inspected during low flow, segment excused by DPW. Also, any defects in Manholes, such as a hole in the trough shall be recorded as an MGO.
4. **MWL** – This code shall be used at the beginning of each survey to indicate the water level and shall be used throughout the survey if the water level changes by 5% or more. (Refer to PACP Reference manual pg. 8-2)
5. **MWM** – This code shall be used when there is an obvious mark on the side of the sewer line, where the water regularly reaches. (Refer to PACP Reference manual pg. 8-2)
6. **RBL** – This code shall be used when roots have formed a mass and, in doing so, are restricting the flow. This code should be used when the cross-sectional area lost is greater than 50% **INSIDE** the service pipe connection **ONLY** (i.e. lateral or tap connections) (Refer to PACP Reference manual pg. 6-7)
7. **RBC** – This code shall be used when roots have formed a mass and, in doing so, are restricting the flow. This code should be used when the cross-sectional area lost is greater than 50% and the roots extend **OUTSIDE** the service pipe connection and into the main sewer pipe. (Refer to PACP Reference manual pg. 6-7)

8. **RBB** – This code shall be used when roots have formed a mass and, in doing so, are restricting the flow. This code should be used when the cross-sectional area lost is greater than 50% and the roots are ENTIRELY WITHIN the main sewer pipe. (Refer to PACP Reference manual pg. 6-7)

4.02 ACCEPTANCE

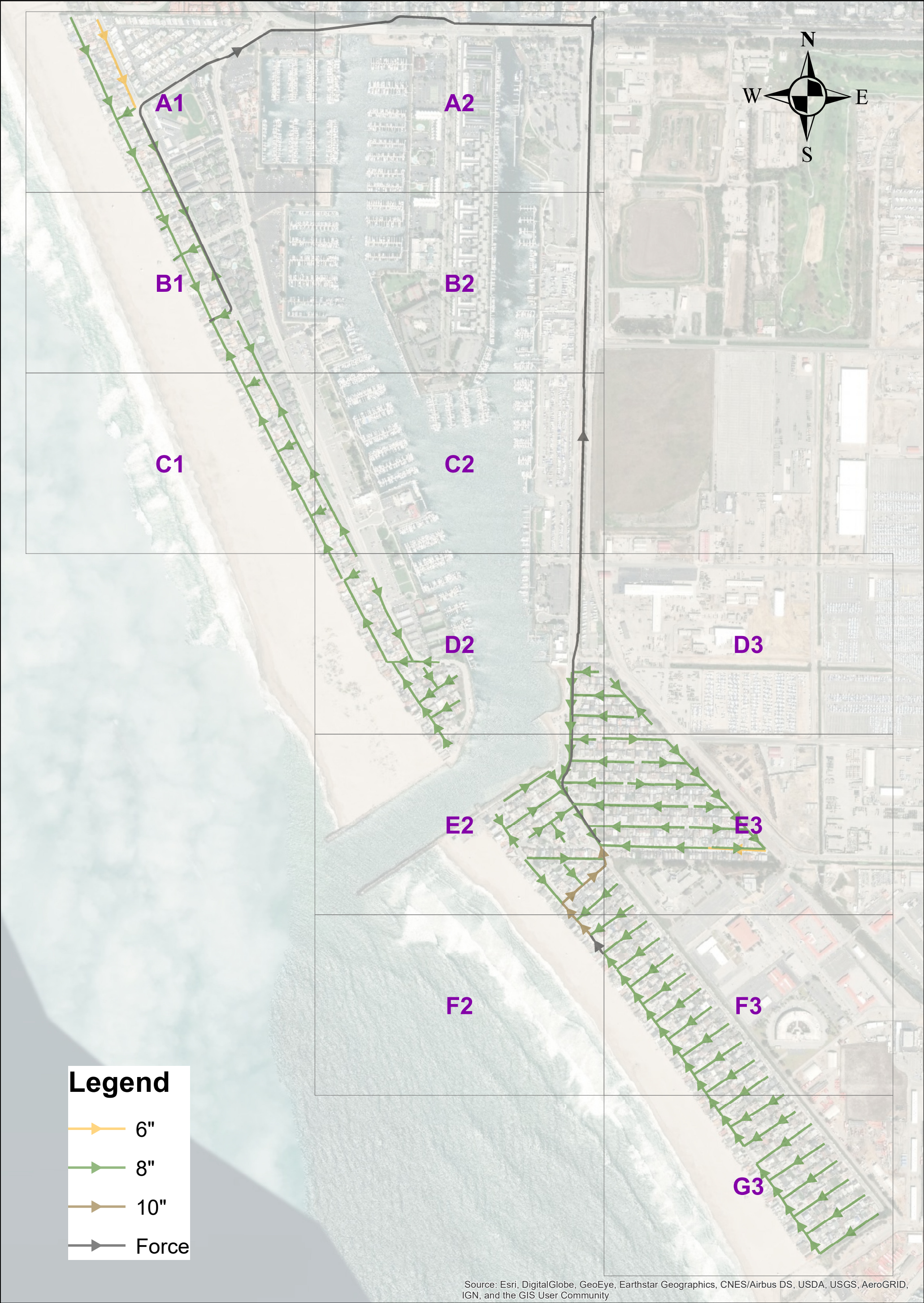
The above deliverables shall be submitted to the District for acceptance. The inspections shall be accepted when the District has reviewed the data for compliance with the requirements included in this section.

4.03 QUALITY ASSURANCE

Each CCTV field inspection operator shall be NASSCO PACP certified. Use of PACP certified technicians to review/document defects in the office (post process) is not acceptable.

The CONTRACTOR must have an internal quality assurance/quality control program in place and all inspection data shall be subjected to the procedures prior to submittal.

Channel Islands Beach CSD



Legend

- 6"
- 8"
- 10"
- Force

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Channel Islands Beach CSD



Channel Islands Beach CSD



Channel Islands Beach CSD

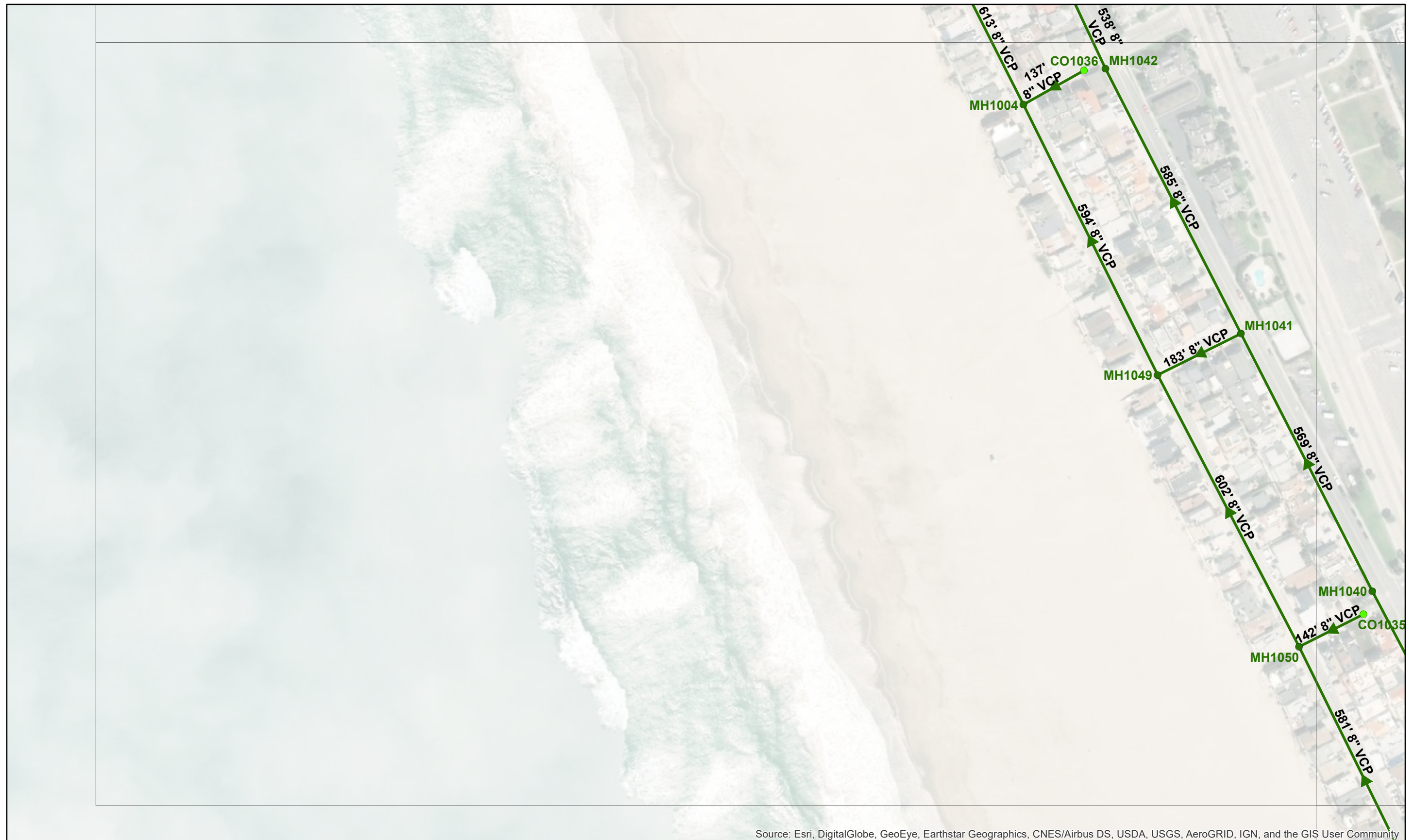


Channel Islands Beach CSD



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Channel Islands Beach CSD



Channel Islands Beach CSD



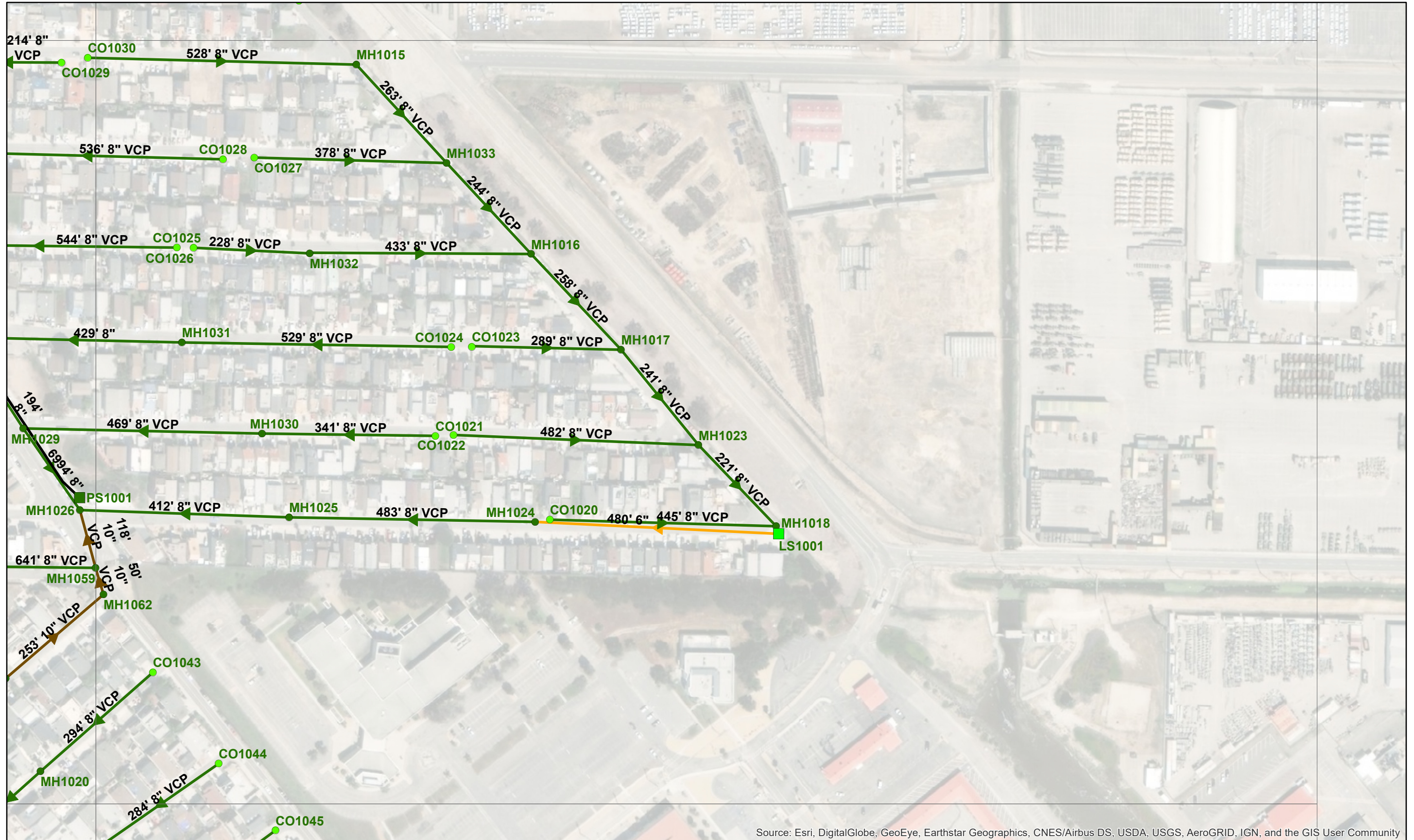
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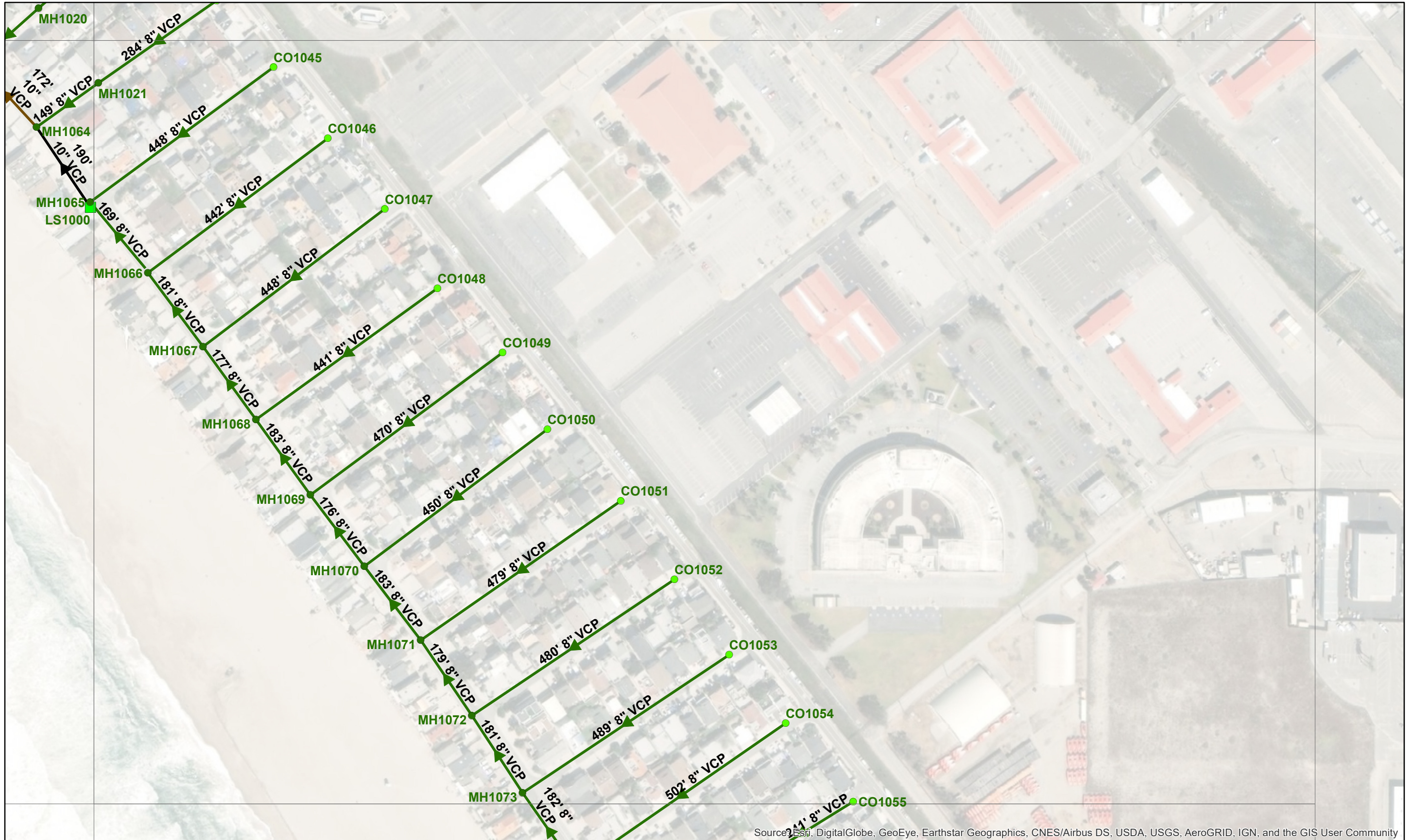
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Channel Islands Beach CSD



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Channel Islands Beach CSD



BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Channel Islands Beach Community Services District
353 Santa Monica Drive
Oxnard, CA 93035

BID

Bid Due Date:

Description: ***Sewer Collection System Cleaning and Inspection***

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this

Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

++END OF SECTION++

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

Channel Islands Beach Community Services District
353 Santa Monica Drive
Oxnard, CA 93035

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*
Contractor's Name and Corporate Seal

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its

obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the

Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in

the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

++END OF SECTION++

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

Channel Islands Beach Community Services District
353 Santa Monica Drive
Oxnard, CA 93035

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(Seal)*

Surety's Name and Corporate Seal *(Seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
 7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.

- 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone

service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

++END OF SECTION++