

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**SANITARY SEWER AND STORM DRAIN CLEANING SERVICES**



**City of Stanton**  
*Public Works & Engineering Department*  
7800 Katella Avenue  
Stanton, CA 90680  
(714) 379-9222 | StantonCA.gov

Approved for Advertising:

A handwritten signature in blue ink that reads "Cesar Rangel". The signature is written in a cursive style and is positioned above a horizontal line.

**Cesar Rangel, P.E.**  
*Public Works Director/City Engineer*  
[CRangel@StantonCA.gov](mailto:CRangel@StantonCA.gov)  
(714) 890-4203

**KEY RFP DATES (Subject to Change):**

Issue Date:	<b>April 6, 2023</b>
Deadline for Questions:	<b>April 24, 2023 at 5:00 p.m.</b>
Proposal Due Date:	<b>May 11, 2023 at 4:30 p.m.</b>
Presentation/Interviews:	<b>TBD (as necessary)</b>



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## **I. GENERAL DESCRIPTION AND INTRODUCTION**

The City of Stanton ("City") is requesting proposals from qualified contractors to provide sanitary sewer and storm drain cleaning services.

The Contractor must possess a valid, current and in good standing Class A, Class C-36, or Class C-42 contractor's license issued by the California State Contractor Licensing Board. **A copy of the contractor's license number and date of expiration shall be included in the submitted Proposal.** Failure to produce and possess the specified license will render the proposal as non-responsive.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 4:30 pm on May 11, 2023.** The contract is anticipated to be awarded at the June 2023 City Council meeting, with work to begin July 1, 2023. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using the criteria determined by the City, will select the qualified candidate.

The successful Contractor will be required to enter into an agreement with the City, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Contractor agrees to all of the terms of this RFP.

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Han Sol Yoo, Associate Engineer for the Public Works and Engineering Department, at (714) 890-4204, or via email at [hyoo@stantonca.gov](mailto:hyoo@stantonca.gov).

## **II. PROJECT BACKGROUND**

The City currently operates and maintains a sewer collection system that serves the City and portions of the adjacent Cities of Anaheim, Garden Grove and Unincorporated County. This network of sanitary sewers serves approximately 39,000 residents and is comprised of approximately 48.9 miles of pipes with approximately 1,160 manholes and cleanouts, which a portion of the infrastructure is located on Beach Blvd. (Caltrans right-of-way) The City also owns and maintains approximately 184 catch basins.

As part of this preventative maintenance program, the City desires that the entire Sanitary Sewer System be cleaned annually. In addition, there are numerous locations that will require cleaning every three months (quarterly) (**EXHIBIT B**). The intent of sewer line cleaning is to remove roots, grease, and other foreign materials from the lines and restore the sewer to the original carrying capacity.

As part of this preventative maintenance program, the scope of work includes the catch basins to be cleaned once a year (before the wet season).

### **III. SCOPE OF SERVICES**

The work to be done, in general, consists of cleaning and emergency responses of the sewer and catch basins for locations that are the responsibility of the City of Stanton in accordance with this Scope of Work. The Contractor is to furnish all tools, equipment apparatus, facilities, labor services and material, and perform all work necessary to maintain in a good and workmanlike manner the City's sewer system and catch basins. The Contractor shall provide a photo log and written inventory of all maintenance items. **Exhibit A** further lists the Scope of Work and locations of the high frequency maintenance locations, siphons and catch basins. The various locations shown in **Exhibit B** may change as provided in this Scope of Work.

The Contractor shall not represent the City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures, and shall refer all questions or inquiries from the public regarding policy and procedures, or terms and conditions of this contract to the City.

The contract will be for a period of three (3) Fiscal Years with renewal on a year-by-year basis for an additional two (2) years at the sole discretion of the City. Unless otherwise directed by the City Council, the City Engineer may renew the contract based on the Contractor's overall performance, and upon renewal of all bonds and insurance certificate(s).

#### **IV. SUBMISSION REQUIREMENTS**

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

#### **Three (3) copies of the Services Proposal and one (1) copy of the Fee Proposal must be submitted containing the following elements:**

- Proposers must submit three (3) bound copies of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
- Electronic documents shall be submitted in PDF format.
- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project.

#### **LETTER OF TRANSMITTAL**

A Letter of Transmittal shall be addressed to Cesar Rangel, Director of Public Works/City Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Contractor who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Contractor has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Contractor to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.



## WRITTEN PROPOSAL

The Proposal shall consist of the following sections:

1. **Letter of Transmittal.** Contents of the Letter of Transmittal listed above.
2. **Firm Structure and History.** Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with providing annual citywide sanitary sewer and catch basin cleaning services.
3. **Key personnel.** List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project. Also, a dispatch / emergency contact information must be included.
4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency. Include up to three (3) references.
7. A schedule indicating proposed time and duration for routine maintenance.
8. Evidence of compliance with City insurance requirements.
9. **Exceptions and Deviations.** Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Contractor wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Contractor will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT D**, "Sample Professional Services Agreement."
10. **Proposal Acknowledgement Form.** Contractor shall complete and submit **EXHIBIT C**, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Consultant's proposal.



**SEPARATE FEE PROPOSAL**

Contractor fee schedule included with the submittal but in a **separate sealed envelope**. The proposal shall include:

- a. Rate Schedule (**EXHIBIT B**) submitted in a separate, sealed envelope.
- b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.

Additional information can be found under Section X, "Payment to Contractor," below.

**V. SELECTION CRITERIA**

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

<b>Criteria</b>	<b>Approximate Weight</b>
<b>Approach to Work.</b> Methodology to be implemented to address and coordinate the various elements within the program.	35%
<b>Past Performance Record.</b> Experience in completion of projects of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements.	40%
<b>Cost Control.</b> Demonstrated ability to provide innovative and reliable solutions using available City resources.	20%
<b>Exceptions and deviations from the City's standard Professional Services Agreement.</b>	5%

**VI. SELECTION PROCESS**

Selection of the Contractor will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that the selection of professional services is made based on competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the Consultant is complete.

The City reserves the right to require in-person interviews with Contractors, if deemed necessary, after the evaluation of the written proposals. In this case, the Contractor of the three (3) highest-scoring written proposals may be invited to interviews prior to final selection of the Contractor.



Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Contractor from compliance with the contract requirements if the Contractor is awarded the contract.

The successful Contractor to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Contractor.

## **VII. SUBMISSION DEADLINE**

**In order to be considered, the Contractor must submit three (3) copies of the Service Proposal, and one (1) copy of the Fee Proposal in a separate, sealed envelope to the following office:**

City of Stanton  
Public Works Department  
7800 Katella Avenue  
Stanton, CA 90680-3162  
*Attention: Han Sol Yoo, E.I.T.*

**The proposal outer envelope shall be labeled:**

**PROPOSAL FOR SANITARY SEWER AND STORM DRAIN CLEANING SERVICES**

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.



The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

### **VIII. REQUESTS FOR ADDITIONAL INFORMATION**

All questions and/or inquiries regarding this RFP shall be directed to:

Han Sol Yoo  
Associate Engineer, Department of Public Works  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162  
(714) 890-4204  
Email: [HYoo@stantonca.gov](mailto:HYoo@stantonca.gov)

All questions and/or inquiries shall be submitted by **April 24, 2023** at **5:00 p.m.** If the City chooses to respond to such inquiries, written responses will be made available by **April 27, 2023**.

**Contractors are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to “junk”. If you do not receive any addenda by April 27th please verify any addenda was issued by contacting Han Sol Yoo by e-mail or telephone.** Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (**EXHIBIT C**).

### **IX. TAXES AND LICENSES**

All taxes and licenses, including, but not limited to, a Stanton City Business License and appropriate Contractor’s license, required for this work shall be obtained at the sole expense of the Contractor.

### **X. PAYMENT TO CONTRACTOR**

The Contractor will be paid monthly for satisfactory work performed under this



contract.

On or about the first of each month, the Contractor shall submit a detailed invoice and all reports required in the Agreement for work performed in the prior month.

1. This invoice shall be in accordance with the contract price and shall become the basis for payment.
2. This invoice shall be subject to review and approval by the Engineer.
3. All submitted invoices will be paid within 30 days of approval by the Engineer.
4. Any charges in the invoice not approved by the Engineer shall not be paid by the City.

## **XI. INSURANCE**

- A. The Consultant shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.
- B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- C. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.
- D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton,



the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents, under any third-party liability policy.”

- E. It is the Contractor’s responsibility to ensure that all sub-consultants comply with the following:

Each sub-contractor that encroaches within the City’s right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-contractor work include soil sample borings, utility potholing, etc.

## **XII. TERMINATION FOR CONVENIENCE OF THE CITY**

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Contractor of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Contractor under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Contractor within ten (10) working days from the date of such termination. The City will reimburse the Contractor for all acceptable work performed as set forth in the executed Agreement.

## **XIII. INDEPENDENT CONTRACTOR**

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers’ Compensation.

#### **XIV. CONTRACT**

The Contract includes the Professional Services Agreement, the City's RFP, the Contractor's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Contractors, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Contractor Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

#### **XV. GENERAL CONDITIONS**

Pre-contractual expenses are defined as expenses incurred by the Contractor in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Contractor prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Agreement for Professional Contractor Services has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Contractor responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.



## EXHIBIT A

### SCOPE OF WORK

#### **Sewer Line Cleaning:**

**High-Frequency Cleaning Overview** – The Service Provider shall furnish all labor, materials, equipment and incidentals necessary for the cleaning of sewer lines and manholes identified as high frequency maintenance locations per **EXHIBIT A**. High Frequency Maintenance Location cleaning will be continuous throughout the contract duration. The Service Provider shall be responsible for the removal of debris from the sewer pipeline and manholes, and shall take all the necessary steps to ensure that no spills of any sewage occur. Pipeline debris is described as, but not limited to, grit, sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid materials.

**Routine Cleaning Overview** – The Service Provider shall furnish all labor, materials, equipment and incidentals necessary for the cleaning of sewer lines and manholes as requested by the City on a case by case basis. The Service Provider shall be responsible for the removal of debris from the sewer pipeline and manholes, and shall take all the necessary steps to ensure that no spills of any sewage occur. Pipeline debris is described as, but not limited to, grit, sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid materials. Cleaning Equipment for high frequency maintenance locations and Routine Cleaning – A Combination of high-velocity hydro-cleaning and vacuum removal equipment shall be utilized and shall have the following features as a minimum:

- A minimum of 600 feet of 1-inch diameter high pressure hydro flushing hose.
- A dual degree nozzle with 6 jets at 15 degrees and 6 jets at 45 degrees is preferred for normal cleaning. A comparable nozzle may be used upon approval by the City. In addition, a grease nozzle and penetrating head nozzle shall be available. Nozzle skids shall be used for the appropriate size of pipe being cleaned. The nozzle used for normal cleaning shall be specifically sized for the jetter pump used for this contract. Nozzle specifications with orifice size shall be submitted to the City for review and approval based upon pipe size. Worn nozzles (orifice size .005" over) shall not be used. The City shall have final determination on the nozzle size used at no additional cost to the City.
- At least one root cutter attachment for 6" pipe and above.
- A high-pressure handgun for washing and cleaning manhole walls, channels, shelves, and manhole cover frames.



- A 1,500-gallon minimum water tank, pump and a hydraulically driven hose reel.
- Equipment operational controls located above ground.
- Minimum working pressure of 1,200 pounds per square inch at 65 G.P.M. rate.
- Centrifugal or positive displacement blower vacuum equipment suitable to remove all debris at the downstream manhole while the hydro flushing is being performed.
- Two (2) two-way hand held radios for communication in easements.
- Small hand tools for changing fittings and removing bolt down manhole covers.
- Spill containment equipment.
- Rakes, screens and all necessary hand tools necessary to capture larger debris.

**Cleaning Precautions** – During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment to ensure that the water pressure or head created does not damage or cause flooding of public or private property being served by the sewer. Care shall be exercised in the selection and use of the cleaning tools to avoid pipe damage. **The Service Provider shall be responsible for all costs of repairs and/or clean up to City owned or private property to the City's satisfaction.** Use of a nozzle skid is required to prevent accidental entry of nozzle into house connections. Specific locations within the City shall be cleaned with a reduced psi as directed by the City designated representative(s) in order to avoid damage to private property. Reduced psi methods will not absolve the Service Provider from cleaning said locations to the standards required in this RFP.

### **Sewer Cleaning Procedures**

**High Frequency:** Prior to start of work each fiscal year (July 1 – June 30) the service provider shall hold a "kick-off" meeting with the City's designated representative(s) to determine the start date and segment sequence of high frequency locations. The Service Provider shall prepare a map showing the proposed cleaning sequence by day of work for discussion at the meeting. No work shall start until the cleaning sequence has been approved by the City. Subsequent proposed revisions to the sequence shall be approved by the City prior to commencement of work.

**Routine:** Prior to start of work the service provider shall hold a "kick-off" meeting with the City's designated representative(s) to determine the start date and segment sequence. The Service Provider shall prepare a map



showing the proposed cleaning sequence by day of work for discussion at the meeting. No work shall start until the cleaning sequence has been approved by the City. Subsequent proposed revisions to the sequence shall be approved by the City prior to commencement of work.

**High Frequency and Routine Cleaning:**

The designated sewer line segments will be cleaned using combination high-velocity jet with vacuum removal. The normal cleaning operation shall be to jet from the downstream manhole towards the upstream manhole thereby pulling any debris back to the downstream manhole. Pullback rate on jetting shall not be greater than 40 feet per minute. If, after the initial cleaning, debris is encountered, the entire run shall be made repeatedly until debris is no longer present. At any sign of significant dirt and gravel the cleaning operation for that pipe shall cease and the City shall be notified of a possible line break.

Once the appropriate traffic control has been placed by the Service Provider, the Service Provider shall wash the upstream manhole with the high-pressure water gun while being cautious not to spray any surrounding vehicles or pedestrians. All manholes, except for inaccessible manholes, shall be washed and any loose debris shall be removed. Evidence of unwashed manholes shall result in re-cleaning of that pipe segment. Any major defects in the manhole or the frame and cover shall be noted and brought to the attention of the City for remedy. No debris from the cleaning work shall be left on the roadway.

The Contractor shall document and inform the City of any inaccessible manholes and any justification as to why the manhole is inaccessible.

The equipment shall be capable of removing dirt, grease, roots, grit and other materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from the downstream manhole, the equipment will be set up on the upstream manhole and cleaning will again be attempted. If successful cleaning again cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage exists and the Service Provider will notify the City representative of this condition immediately for further instructions.

The Service Provider shall be prepared to use root saw tools on the segments to be cleaned as needed. Lines where root sawing is performed shall upon CCTV inspection have no more than one half inch of root stub present. Longer lengths of roots remaining shall result in a repeat root sawing effort at



no additional cost to the City. Root cutting shall be part of the unit price for bid items requiring cleaning. No separate payment will be made for root cutting.

For pipeline segments with extremely steep slopes, where the jetter nozzle fails to climb to the upstream manhole the cleaning method shall be to jet from the upstream manhole down slope for washing purposes. Then, jet from the downstream manhole upslope so that the cleaning directions overlap.

Line cleaning sequence cannot be changed such that debris from upstream reaches will be deposited into recently cleaned downstream reaches. If this is found to occur, The Service Provider will re-clean the downstream reaches at no cost to the City.

### **Material Removed**

The Service Provider shall be responsible for the removal of debris from the pipeline and cleaning and/or re-cleaning the pipe wall to the satisfaction of the City. All grit, sludge, dirt, sand, rocks, roots, grease and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which may cause line stoppages, shall not be permitted.

Lines shown to contain root balls or other debris that may potentially cause a stoppage, that were reported to have been cleaned, may require an emergency call-out by the Service Provider to remove the debris, at no additional charge to the City. The Service Provider shall respond to the site once contacted within one (1) hour. If unable to be contacted or not able to be on site within the hour response time the City will make other arrangements to clean the area and back charge the Service Provider for all costs incurred.

### **Catch Basin Cleaning:**

The Contractor will be responsible for ensuring each and every catch basin and storm drain inlet located within the City is cleaned once each year. The contractor will be responsible for submitting an inventory of all the catch basins cleaned throughout the City and reporting the inspection and maintenance records prior to processing of payment. The Contractor will be paid for each catch basin that is cleaned each year. The catch basin cleaning will start in April each year.



### **Maintenance of a Hydrodynamic Separator:**

Work under this item of work shall include services to provide annual maintenance to a hydrodynamic separator.

### **Video Inspection:**

The City will request any Video Inspections of any lines following the Service Provider's reports during the routine and high-frequency location cleaning.

The City may request video inspections based on locations with suspected deterioration and/or damage, blockages, anomalies found during cleaning services, capacity issues, etc.

Video Inspection Overview – The Service Provider will furnish all labor, materials, equipment and incidentals necessary for the video inspection of various lengths and sizes of sanitary sewers located throughout the City of Stanton. Videos submitted to the City shall be a computer compatible file for a Microsoft Windows based operating system.

No additional charge shall be incurred by the City for video inspection in conjunction with sewer cleaning under this Contract if excessive debris prohibits the camera from successfully inspecting the pipe section.

Video Inspection – A color video will be made of the inspection and submitted to City's representative(s), along with the required Inspection report and log sheets. In addition, a flash drive and/or MP4 file will be submitted showing the photo defects (JPEG format).

Inspections shall be done during low flow periods, unless otherwise directed by The City. The Service Provider shall divert gravity flows, when necessary. The Service Provider shall submit diversion plans to the City for review and approval at least 10 days prior to work.

Equipment – Video inspection equipment shall include video cameras, a video monitor, cables, power sources, and all equipment necessary to perform a video inspection per the Contract Documents.. The camera will be operative in 100% humidity conditions. CCTV inspections shall be performed using Pan-and-Tilt camera (with a minimum of 360x270-degree rotation) video system. The camera and video monitor shall produce a minimum 460 lines of resolution. Illumination sensitivity shall be 3 lux or less. During inspection, lighting intensity shall be adjusted to minimize reflective 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.



Camera focal distance shall be adjustable through a range from 25mm (1 inch) to infinity.

Manual winches, power winches, TV cable powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication, will be set up between the two manholes of the section being inspected to ensure that adequate communications exist between the members of the crew.

Service Provider shall have camera cables, power cords, and ancillary equipment capable of recording reaches of up to 1500 feet in one direction.

Video Inspection Procedure – The camera shall be lowered into the manhole and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate footage reading. The cable footage-counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall move through the pipeline in a downstream direction, whenever possible, at a maximum uniform rate of 30 feet per minute for all sewers. The cable footage-counter shall measure the distance between each inspection segment from centerline to centerline. The counter shall be accurate to less than one percent error over the measured distance.

The camera shall stop at all significant observations to ensure a clear and focused view of the pipe condition. The observations shall also be noted on the inspection report with stationing referenced. These observations shall include, but not be limited to:

- Laterals - open or sealed
- Laterals - protruding or defective
- Cracks
- Offset joints
- Open joints
- Sags
- Line deviations
- Siphons
- Missing sections
- Infiltration
- Debris
- Grease



- Roots
- Vermin
- PVC liner or weld strip defects

Operator shall provide a 360-degree pan of all manholes. The camera lens shall be kept clear of condensation and debris. Recorded footage showing steam, inadequate lighting, or other poor image quality will be cause for rejection and non-payment by the City.

Reverse Setup: If during the inspection operation the television camera cannot pass through the entire manhole section (obstruction, etc.), the Service Provider will again set up his equipment in a manner so that the inspection can be performed from the opposite manhole. If the camera again fails to pass through the entire section, the Service Provider will notify the City representative(s) immediately for further instructions. The cost for a reverse set up shall be included in the unit price provided.

Flow Control – The maximum Depth of Flow for video inspections are:

- 6" -10" Pipe 20% of pipe diameter
- 12" - 24" Pipe 25% of pipe diameter
- 27" & up Pipe 30% of pipe diameter

When, after any possible flow diversions have been made, and at low flow hours, the depth of flow is greater than recommended for video inspection, the Service Provider shall reduce flow by plugging or bypassing the flow. All plugging and/or bypassing shall be previously coordinated with and approved by the City at least 10 working days prior to the start of each job.

### **Video Inspection Report and Video Recording**

Upon completion of the video inspection, the Service Provider shall provide the agency with an Inspection Report that includes the following:

- Brief summary of the work performed.
- Summary list of all pipeline segments inspected (i.e. manhole to manhole).
- Inspection reports (log sheets) of each segment. □ All original recordings (videotapes, etc.).
- Summary list of recorded observations and defects.
- If requested, photos of major defects for each pipeline segment (in JPEG format).
- Sewer maps and plans provided by the City to the Contractor for purposes of the inspection.



Minimum documentation shall consist of the Video Recording(s) and the Inspection Report. Videos submitted to the City shall be a computer compatible file for a Microsoft Windows based operating system. The Inspection Report for each segment shall be as specified above and shall contain the following as directed by the City:

1. Agency project or Contract number
2. Video date
3. Video time
4. Service Provider name
5. Service Provider job number
6. Operator(s) name
7. Street name or location
8. Cross street name or location
9. Manhole number (access point) - up stream
10. Manhole number (access point) - down stream
11. Manhole to manhole segment number
12. Manhole depth - up stream
13. Manhole depth - down stream
14. Direction of camera
15. Pipe - size
16. Pipe - shape
17. Pipe - material (and coating, if applicable)
18. Pipe - footage centerlines ( on plan or map, if available)
19. Pipe - footage centerlines (on Video)
20. Pipe - flow up (percent of pipe at inlet or height of flow)
21. Pipe - flow down (percent of pipe at outlet or height of flow)
22. Pipe - joint lengths in feet
23. Video number
24. CD number
25. Observation descriptions
26. Schematic of pipeline showing laterals and observations and footage
27. Clock position of noted observations
28. Photographs of major defects or typical pipe condition
29. Notice of severely worn manhole covers
30. Notice of severely deteriorated manhole concrete structures
31. Notice of severely deteriorated manhole liners or coatings
32. Sewer pre-cleaned prior to inspection? (Yes or no)
33. Purpose of survey
34. Condition Index – NASSCO's PACP system shall be used for each segment of sewer line

The Service Provider shall use the National Association of Sewer Service Companies (NASSCO) defect coding and rating system on the Inspection



Report and also the Summary List of Recorded Defects. Color video recordings of the data on the television monitor shall be made by the Service Provider, copies of which shall be provided to the City.

Initial Screen Text – Each pipe segment (manhole to manhole) shall be identified with an initial screen text and voice recording and shall include the following:

- Video date
- Video time
- Service Provider operator name(s)
- Street location name
- Manhole number - up stream
- Manhole number - down stream
- Direction of camera - with or against flow
- Pipe material(s)
- Pipe footage
- Pipe size

Running Screen Text – During the CCTV inspection, the running screen shall show the running footage (distance traveled) and the following text information at the bottom of the screen:

1. Manhole number - up stream
2. Manhole number - down stream
3. Pipe size
4. Pipe length
5. Date
6. Time of day

The format of the above text information shall be as shown in the following example: "MH32\_001/MH32\_002 (12"-410') 4/18/01 -10:20A.M." Manhole numbers will be provided by the City from maps or plans.

Ending Screen Text – At the end of each pipe segment, an ending screen text shall include the following:

1. "End of segment inspection"
2. Condition that prevented complete inspection, if applicable

The City representative shall review and approve the screen layout prior to the first inspection on this contract. The display on the screen shall be temporarily moved or turned off as required to obtain the highest quality documentation on the pipeline defects.



Video Recording Labels – Each video recording may contain one or more pipe segments. The video recordings shall have labels affixed to the flash drive, if a flash drive is submitted in lieu of a MP4 file.

The label shall contain the following text information:

- 1 Agency project or contract number
2. Summary of pipeline segment(s) each listing shall show:
3. Manhole number - up stream
4. Manhole number - down stream
5. Footages - plan & video
6. Tape number
7. Dates of video
8. Service Provider name

The City Equipment and Labor – City equipment and labor, except for the City's representative to monitor the work, shall not be utilized at any time.

Manhole Covers – As directed by the City, the Service Provider shall re-plug all manhole pickholes that were previously plugged within 24 hours after work is completed. The City shall review and approve the plugging material. Work area around the manhole is to be swept clean of all debris.

### **Material Disposal**

The Service Provider is responsible for disposing of materials in a safe manner in conformance with applicable regulations and industry standards. The amounts and disposal dates shall be reported to the City as part of a monthly cleaning submittal to the City by the Service Provider. All materials will be removed from the work site at the end of each workday. Under no circumstances will the Service Provider be allowed to accumulate debris, etc. on the site of work or at City owned facilities beyond a single workday.

### **Submittals**

Submittals, except for payment invoices, may be made electronically through e-mail or by hard copy. As previously mentioned the Service Provider shall submit: (1) a work cleaning schedule; (2) a monthly submittal of cleaned pipe listing the line segments, any defective manhole structures including frames, covers, and caps; and (3) dates and amounts of debris disposal. Format of the submittals shall be reviewed and approved by the City prior to the initial submittal.



## **Spill Reporting and Handling**

In the event of any Service Provider related overflow or interruption/ backup of customer service, the Service Provider shall immediately notify the City's representative and for after hours notification call (714) 357-1447, and shall contain and eliminate the overflow. Service Provider shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as a result of Service Provider's work. This is in addition to any and all costs incurred by the customer.

## **Emergency Response Service:**

***Emergency Response Requirements for SSO's*** – The Service Provider shall provide emergency response services when notified by the City that a Sanitary Sewer Overflow (SSO) has occurred. The Service Provider shall dispatch appropriate crews to assist the City as directed with the containment, clean-up and correction of the SSO per the City SSO Emergency Response Procedures. Crews shall be at the site within one hour of notification. The Service Provider shall provide the City with 24-hour phone numbers. When requested by the City, the Service Provider shall provide the City representative with appropriate information to assist the City in the completion of the required reports. Emergency SSO Response will be paid at the unit price, per hour, in the Contract. The Service Provider may be required to conduct point repairs during emergency responses.

Permission to use material for repairs shall be obtained prior to installing material. Payment for the labor, equipment and materials used shall be invoiced separately to the City with no additional mark-up. A copy of receipts for material shall be provided.

***Other Items:*** The following items shall be included in the Service Providers' bid. No separate payment will be made for these items.

***Combined Services*** – When combined services are performed by the Service Provider (e.g. sewer line cleaning and video inspection), the requirements for each section listed above shall be included together.

***Work Hours/Noise Requirements*** – Other local agencies having jurisdiction may impose limited work hours and nighttime schedules to accomplish the work. Service Provider is required to obtain the requirements and to work within those hours of operation and to provide necessary equipment to meet local noise restrictions that may be imposed. The Service Provider shall be familiar with and know the City's noise restrictions. Work crews may be on City residential streets from 8:00 AM to 4:00 PM, and City arterial



streets from 9:00 AM to 3:00 PM, Monday through Thursday. A copy of the City's schedule will be provided to the awarded Service Provider.

Night work shall be accomplished between 9:00PM and 6:00AM Monday through Thursday. No night work will be allowed on Friday's. Nighttime work shall be coordinated with and approved by the City's representative at least 10 working days in advance of the work.

**Permits and Access** – The Service Provider shall acquire and pay for the encroachment permit(s) required by the local Cities, County, Caltrans, or other local agencies when work and/or traffic control is necessary on their right-of-ways.

For work within City easements on private property, notice must be given to the property prior to entering the property. The Service Provider shall prepare and deliver a notice to each property a minimum of five calendar days prior to the day of work. Prior to working in the easements the Service Provider shall meet with the City representative(s) to discuss the locations, access issues, manhole locations or any special conditions regarding the locations.

**Spill Reporting and Handling** - Service Provider shall immediately notify the City representative of any manhole overflow or interruption/backup of customer service and Service Provider shall contain and control all overflow. Spill control and notifications shall be in accordance with the City's SSO Emergency Response Procedures.

Service Provider shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as of a result of Service Provider's work. This is in addition to any and all costs incurred by the customer.

**Confined Space Issues and Safety Issues** – All manholes in this work are defined as Title 8 Permit Required Confined Spaces. The Service Provider's attention is directed to the General Industry Safety Orders of the State of California, Article 108, Confined Spaces, Section 5157 (Title 8 of California Code of Regulations, Sections 5167, 5157, 5158).

All work shall be conducted from above ground. Manhole entry, if required, shall be conducted in strict accordance with required confined space entry regulations. These regulations include, at a minimum: entry permit, trained authorized entrant(s), attendant(s), entry supervisor(s), full body harness (with life line), mechanical retrieval device, continued force air ventilation, continuous air monitoring, communication system (minimum two types),



and all other protective equipment that may be required. Work shall be conducted in accordance with all Federal, State, and local laws and regulations.

**Traffic Control** – All traffic control requirements (traffic control plan(s), equipment, material, and labor) are the responsibility of the Service Provider. All traffic control shall be in accordance with the latest APWA Work Area Traffic Control Handbook (WATCH) and City regulations and based on the speed limits posted in the work zones. Flagmen may be required in some locations. Service Provider shall apply for all traffic control permits and pay all fees and permits for said permits for work outside the City's jurisdiction. Safe and adequate pedestrian and vehicular access shall be provided in accordance with Section 7-10 of the Standard Specifications for Public Works Construction, latest Edition.

**Work Plan** – The Service Provider shall prepare a weekly work plan and submit it seven calendar days in advance to the City representative for review and approval. The work plan shall verify the sequence of work and identify all the line sections to be worked on. The work plan may be amended due to weather or local road maintenance or construction issues discovered by either party.

**Work Documentation** – Weekly reports based on the work plan shall be submitted for City review on Thursday of the weekly period. Service Provider's log sheets, with a section by section breakdown including comments, shall be maintained on site, in a legible manner, for review at all times. Comments on log sheets shall include notice of badly worn manhole frames and covers, broken manhole caps, buried manholes, unmapped manholes, badly deteriorated manhole concrete structures, and shall include the type and amount of debris encountered.

**Service Provider Crew** – The Service Provider shall provide a minimum of a two-person crew at all times, one person shall witness the jetting nozzle reaching the upstream manhole. A crew of three shall be utilized for all work in confined spaces. Additional personnel shall be utilized when needed for traffic control flagmen.

The Service Provider's foreman must be able to communicate both verbally and in writing (in English) with City staff as well as with his crew. The Service Provider's foreman must demonstrate the capability to read, interpret, and understand the Safety/OSHA requirements, City's plans, drawings, specifications and work direction, as necessary.



Employees of the Service Provider and sub-contractors must carry proper company identification at all times. Vehicle and equipment used by the Service Provider and/or sub-contractors shall be clearly marked with Company information, to include, at a minimum, Company name, contractor license number, and telephone number.

**Notifying Underground Service Alert** – The Contractor will coordinate with the City to mark underground utility lines for Underground Service Alerts. This work will be performed on an as-needed basis.

**ENCROACHMENT PERMIT**

TR-0120 (REV 12/2022)

Permit No.  
12-23-N-UE-0012In compliance with your application of January 11, 2023Dist/Co/Rte/PM  
12/ORA/39/PM 8.66-Var

## Reference Documents:

- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_
- Project code (ID): \_\_\_\_\_ CFC #: \_\_\_\_\_
- Utility Work Order #: \_\_\_\_\_

Permit Approval Date  
January 18, 2023

Performance Bond Amount (1)	Payment Bond Amount (2)
\$0	\$0

Bond Company  
N/A

Bond Number (1)	Bond Number (2)
\$ N/A	\$ N/A

TO: City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

\_\_\_\_\_, **PERMITEE**

and subject to the following, PERMISSION IS HEREBY GRANTED to:

Perform annual maintenance work for any City facility including but not limited to sewer, storm drain, landscaping, etc... on Beach Blvd within State Right of Way and City of Stanton limits. All performed work shall be in accordance with current Caltrans Standard Specifications and Standard Plans, Section 600 (Utility Permits) of the Encroachment Permits Manual, California MUTCD latest edition and the attached Provisions.

Permittee and its contractor shall contact Juan De Lira, State Construction Engineer, at (310) 554-9245 or [juan.delira@dot.ca.gov](mailto:juan.delira@dot.ca.gov), a minimum of SEVEN working days prior to the start of work to schedule a pre-job meeting at the earliest mutually agreeable time and 48 hours prior to subsequent restart of work when your schedule is interrupted. Failure to comply with this requirement will result in suspension of this permit.

**THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.**

The following attachments are also included as part of this permit (check applicable):

- YES  NO General Provisions
- YES  NO Utility Maintenance Provisions
- YES  NO Storm Water Special Provisions
- YES  NO Special Provisions
- YES  NO A Cal-OSHA Permit, if required: Permit No. \_\_\_\_\_
- YES  NO As-Built Plans Submittal Route Slip for Locally Advertised Projects
- YES  NO Storm Water Pollution Protection Plan

In addition to fee, the permittee will be billed actual costs for:

- YES  NO Review
- YES  NO Inspection
- YES Field Work  
(if any Caltrans effort expended)

- YES  NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before January 31, 2024

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

CC:  
#1: CALVIN DAO  
#2: JUAN DE LIRA  
#3:  
#4:

APPROVED:

Ryan Chamberlain

, District Director

BY:

CHARLES Y MAKSOUDA



, District Permit Engineer

**ADA Notice**

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at [Forms.Management.Unit@dot.ca.gov](mailto:Forms.Management.Unit@dot.ca.gov).



**EXHIBIT B**

**RATE SCHEDULE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT QTY</b>	<b>Unit Price</b>	<b>ITEM COST (Numbers)</b>
1	Annual Routine Sewer Line Cleaning – Various Pipe Sizes and Locations	290,000	LF	\$	\$
2	Quarterly Cleaning of HFMLs	75,000	LF	\$	\$
3	Quarterly cleaning of Siphons	60	EA	\$	\$
4	Catch Basin Cleaning	186	EA	\$	\$
5	Maintenance of Hydrodynamic Separator	1	EA	\$	\$
6	Permits	1	LS	\$	\$
7	Bypass Plans	1	LS	\$	\$
8	Traffic Control	1	LS	\$	\$

\*Note: These quantities are approximate quantities. The selected Contractor shall be paid only for the work that is completed.

**Total Base Bid In Numbers (Sum of Items No. 1 through No. 8):** \$ \_\_\_\_\_



**Hourly labor and equipment for cleaning and emergencies (4 Hour Minimum):** \$ \_\_\_\_\_/Hour

**Hourly CCTV Truck and labor for emergencies (4 Hour Minimum):** \$ \_\_\_\_\_/Hour

**Hourly Labor for sewer point repairs during emergencies (4 Hour Minimum):** \$ \_\_\_\_\_/Hour

**Notifying Underground Service Alert:** \$ \_\_\_\_\_/Ticket



## SIPHON LOCATIONS

Location No.	Pipe	U/S MH ID	D/S MH ID	Location	Size (in)	Length (ft)	Material
1	B045-B019	B045	B019	Knott Avenue & Cerritos Avenue - mid intersection	8	62	VCP
2	H022-H021	H022	H021	Knott Avenue south of Cerritos Avenue	10	70	VCP
3	H083-B021	H083	B021	Bell Street, south of Cerritos Avenue	8	55	VCP
4	H093-B023	H093	B023	Lexington Street South of Cerritos Avenue	8	246	VCP
5	H095-B026	H095	B026	Lowden Street South of Cerritos Avenue	8	367	VCP
6	H097-B003	H097	B003	Courson Drive, south of Cerritos Avenue	8	371	VCP
7	H102-B001	H102	B001	Ramblewood Drive, south of Cerritos Avenue	8	198	VCP
8	H107-B005	H107	B005	Alley east of Lowden Street, south of Cerritos Avenue	8	280	VCP
9	I041-I040	I041	I040	Rose Street at Pacific Electric Corridor	12	402	VCP
10	I049-I048	I049	I048	Rose Street at Pacific Electric Corridor	12	363	VCP
11	I104-I105	I104	I106	Rose Street at Pacific Electric Corridor	18	419	VCP
12	J035-J034	J035	J034	Monroe Avenue, east of Court Street	8	60	VCP
13	K039-J038	K039	J038	Dale Street & Monroe Avenue	8	91	VCP
14	R802-R801	R802	R801	Chapman Ave (w/o Beach Blvd)	8	335	VCP
15	W010-W009	W010	W009	Beach Blvd (n/o Catherine Ave)	8	190	VCP



### CATCH BASIN LOCATIONS

CB ID#	Street	Cross Street	Btwn. Address #? & #?	Curb or Grate Inlet Type
CB #1	Cerritos	Dale	2685	G
CB #2	Cerritos	Dale	8593 / 8591	C
CB #3	Cerritos	Dale	8501	C
CB #4	Cerritos	Dale	8502	C
CB #5	Cerritos	Yana	8748	C
CB #6	Pacific	Sherill	8861 / 8871	C
CB #7	Yana	Cerritos	8592	C
CB #8	Yana	Cerritos	8591	C
CB #9	Monroe	Dale	8400	C
CB #10	Monroe	Dale	8400A	C
CB #11	Monroe	Court	8112	C
CB #12	Monroe	Court	8072	C
CB #13	Monroe	Court	8100	C
CB #14	Monroe	Court	8210	C
CB #15	Monroe	Dale	8340 / 8322	
CB #16	Monroe	Dale	8341	C
CB #17	Monroe	Dale	8490	C
CB #18	Dale	Monroe	10800	C
CB #19	Dale	Standustrial	10850	C
CB #20	Dale	Cerritos	10490	C
CB #21	Monroe	Court	8101	C
CB #22	Monroe	Court	8111	C

CB #23	Pacific	Fern	8230	C
CB #24	Katella	Boatman	8351	C
CB #25	Pacific	Fern	8231	C
CB #26	Pacific	Sycamore	8181	C
CB #27	Pacific	Sycamore	8181	C
CB #28	Pacific	Court	8097	C
CB #29	Court	Pacific	10702	C
CB #30	Chestnut	Pacific	10732	C
CB #31	Chestnut	Pacific	10731	C
CB #32	Pacific	Beach	8091	C
CB #33	Pacific	Beach	8092	C
CB #34	Chestnut	Katella	10951	C
CB #35	Chestnut	Katella	10962	C
CB #36	Katella	Boatman	8352	C
CB #37	Boatman	Katella	10960	C
CB #38	Monroe	Dale	8211	C
CB #39	Cerritos	Beach	8051 / 8045	C
CB #40	Cerritos	Western	Intersection	C
CB #41	Western	Cerritos	Intersection	C
CB #42	Cerritos	Western	7499	C
CB #43	Cerritos	Western	7500	C
CB #44	Ramblewood	Cerritos	10472 / 10471	C
CB #45	Westchester	Cerritos	10472 / 10471	C
CB #46	Cerritos	Courson	7361	C

CB #47	Cerritos	Oakhaven	7271	C
CB #48	Cerritos	Lexington	7161	C
CB #49	Cerritos	Knott	7011	C
CB #50	Knott	Cerritos	10448	C
CB #51	Knott	Cerritos	10444	C
CB #52	Knott	Cerritos	10447	C
CB #53	Cerritos	Knott	7012	C
CB #54	Cerritos	Lexington	7182 / 7172	C
CB #55	Cerritos	Bell	7100	C
CB #56	Cerritos	Lowden	10510	C
CB #57	Katella	Western	7501	C
CB #58	Syracuse	Western	7502	C
CB #60	Syracuse	Western	7501	C
CB #61	Syracuse	Knott	7021	C
CB #62	Syracuse	Knott	7020	C
CB #63	Knott	Syracuse	10831	C
CB64	Knott	Knott/Katella	10792	C
CB65	Western	Katella	7483	C
CB66	Lampson	Lampson/Beach Blvd.	12500	Grate
CB67	Lampson	Lampson/Beach Blvd.	8058	C
CB68	Court Street	Garden Grove & Court	12930	C
CB69	Court Street	Garden Grove & Court	12930	C
CB70	Acacia Ave.	Beach & Acacia	8111 Block	??

CB71	Garden Grove	Garden Grove & Beach	8141	C
CB72	Stanford	Beach Blvd. & Stanford	12765	C
CB73	Stanford	Beach Blvd. & Stanford	12765	C
CB74	Stanford	Beach Blvd. & Stanford	12697	C
CB75	Stanford	Beach Blvd. & Stanford	12689	C
CB76	Lampson	Lampson/Beach Blvd.	8131/8141	C
CB77	Lampson	Lampson/Beach Blvd.	8101/8131	C
CB78	Lampson	Lampson/Beach Blvd.	12444	Grate
CB79	Knott	Knott/Syracuse	10870	C
CB80	Lampson	Lampson/Beach Blvd.	7951	C
CB81	Beach Blvd	Beach/Village Ctr. Dr.	12697	C
CB82	Beach Blvd	Beach & Acacia	12775	C
CB89	Samura	Lampson	7782	C
CB88	Camus	Lampson	12572	C
CB85	Village Ctr. Dr.		7774	C
CB86	Village Ctr. Dr.	Garden Grove	7731	C
CB87	Village Ctr. Dr.	Garden Grove	7731	C
CB91	Lampson	Santa Rosalia	7690	C
CB90	Lampson	Santa Rosalia	7700	C
CB92	Lampson	Santa Rosalia	7700	C
CB93	Georgian	Santa Rosalia	12442	C
CB94	Georgian	Santa Rosalia	12449	C
CB95	Santa Rosalia	Georgian	12431/12441	C

CB96	Santa Rosalia	Devonwood	12301/12291	C
CB97	Devonwood	Santa Rosalia	12302	C
CB98	Devonwood	Santa Rosalia	7691	C
CB99	Bently	Santa Rosalia	7692	C
CB100	Bently	Santa Rosalia	7691	C
CB101	Santa Rosalia	Bently	12241	C
CB102	Laurelton	Santa Rosalia	7691	C
CB103	Laurelton	Santa Rosalia	7692	C
CB104	Santa Rosalia	Laurelton	12121	C
CB105	Vanguard	Santa Rosalia	7691	C
CB106	Vanguard	Santa Rosalia	7692	C
CB107	Santa Rosalia	Vanguard	12051	C
CB109	Chapman	Santa Paula	7891	C
CB108	Chapman	Santa Rosalia		C
CB110	Irana	Via Jacara	6851	C
CB111	Irana	Via Jacara	6870	C
CB112	Via Kannela	Via Jacara	6851	C
CB113	Western	Industrial	11262	C
CB114	Western	Industrial	11172/11120	C
CB115	Western	Industrial	11120	C
CB116	Western	Industrial	11070	C
CB118	Katella	Date	7622	C
CB119	Cedar	Katella	City Hall	C
CB120	Cedar	Katella	Flag Pole	C

CB121	Cedar	Katella	OC Sherrif	C
CB122	Cedar	Katella	OC Sherrif	C
CB123	Cedar	Katella	Boy & Girl Club	C
CB124	Katella	Cedar	7850	C
CB125	Beach Blvd	Katella	11151	C
CB126	Beach Blvd	Katella	11002	C
CB127	Katella	Beach Blvd.	11002	C
CB128	Katella	Beach Blvd.	10972	C
CB129	Katella	Date	7701	C
CB117	Date	Katella	10951	C
CB130	Pacific	Flower	7921	C
CB131	Rose	Main	10626	C
CB132	Court Street	Electric	10840	C
CB133	Beach Blvd	Katella	Gas Station	C
CB134	Shadow	Briarwood	8071/8081	C
CB135	Briarwood	Capistrano	12250	C
CB136	Chapman	Dale	A X from Briarwood	C
CB137	Chapman	Beach Blvd.	11961	Grate
CB138	Chapman		12000	C
CB139	Beach Blvd	Catherine	12232	C
CB140	Beach Blvd	Catherine	12295	C
CB141	Beach Blvd	Catherine	12331	C
CB142	Beach Blvd	Chapman	11921	C
CB143	Beach Blvd	Starr	10250	C

CB144	Beach Blvd	Starr	10250/10200	C
CB145	Cerritos	Beach Blvd.	8051	C
CB146	Magnolia	Cerritos	10502	C
CB147	Magnolia	Cerritos	10460	C
CB148	Cerritos		b/w 8691 and 2685	C
CB149	Beach	Cerritos	10480	C
CB150	Magnolia	Cerritos	10501	C
CB151	Magnolia	Cerritos	10471	C
CB152	Cerritos		10351	C
CB153	Thunderbird	Western	7460	C
CB154	Western	Cerritos	11680	C
CB155	Western	Skate Park	10660	C
CB156	Western		10310	C
CB157	Knott	Cerritos	6999	C
CB158	Knott	Syracuse	6900	C
CB159	Knott	Syracuse	10800	C
CB160	Knott		10700	C
CB161	Knott	MH LOCKED	10612	C
CB162	Katella	Knott	7000	C
CB163	Katella	Yana Dr.	8532	C
CB164	Katella		City Hall	C
CB165	Katella		7001	
CB166	Dale		12101	C
CB167	Chapman		8502	C

CB168	Garden Grove	Sycamore	8201	C
CB169	Garden Grove		8100	C
CB170	Hickcock		10360	
CB171	Cody		7514	C
CB172	Beach Main	Main St.	10321	C
CB173	Beach Main	Main St.	7600	C
CB174	Cody	Masterson	10320	C
CB175	Cody		7770	C
CB176	Cody	Wyatt	10308	C
CB177	Western		10351	C
CB178	Beach Blvd	Pacific	10400	
CB179	Beach	Monroe	10770	
CB180	Cerritos	Magnolia		
CB181	Cerritos	Magnolia		
CB182	Beach Blvd	Pacific	8340	
CB183	Knott		10774	
CB184	Chapman	Dale	8504	
CB185	Knott	Kermore	10972	
CB186	Kermore	Knott	7053	



## HIGH FREQUENCY MAINTENANCE LOCATIONS

No.	Pipe ID	MH	MH	Location	(in)	Material	Length
	B019-H022	B019	H022	Knott Ave, south of Cerritos Ave	10	VCP	317
	B020-B045	B020	B045	Cerritos Ave, east of Knott Ave	8	VCP	271
1	B041-B019	B041	B019	Knott Ave, north of Cerritos Ave	10	VCP	261
	B045-B019	B045	B019	Knott Ave, south of Cerritos Ave	8	VCP	62
	H021-H020	H021	H020	Knott Ave, south of Cerritos Ave	10	VCP	67
	H022-H021	H022	H021	Knott Ave, south of Cerritos Ave	10	VCP	57
	B022-B021	B022	B021	Cerritos Ave, east of Bell St	8	VCP	119
	B023-B022	B023	B022	Cerritos Ave, east of Bell St	8	VCP	198
	B024-B023	B024	B023	Cerritos Ave, east of Lexington Ave	8	VCP	59
	B025-B024	B025	B024	Cerritos Ave, west of Lowden St	8	VCP	245
2	B026-B025	B026	B025	Cerritos Ave, west of Lowden St	8	VCP	20
	B026A-B026	B026A	B026	Lowden St, south of Cerritos Ave	8	VCP	60
	H083-B021	H083	B021	Bell St, south of Cerritos Ave	8	VCP	55
	H093-B023	H093	B023	Lexington St, south of Cerritos Ave	8	VCP	359
	H095-B026A	H095	B026A	Lowden St, south of Cerritos Ave	8	VCP	361
	H096-H095	H096	H095	Lowden St, south of Cerritos Ave	8	VCP	66
	B002-B001	B002	B001	Ceritos Ave, east of Ramblewood Dr	10	VCP	135
	B003-B002	B003	B002	Ceritos Ave, west of Ramblewood Dr	10	VCP	123
	B004-B003	B004	B003	Ceritos Ave, west of Ramblewood Dr	10	VCP	137
	B005-B004	B005	B004	Cerritos Ave, west of Courson Dr	10	VCP	136
3	B006-B005	B006	B005	Cerritos Ave, east of Westchester	10	VCP	124
	B007-B006	B007	B006	Cerritos Ave, east of Oakhaven Dr	10	VCP	260
	H097-B003	H097	B003	Courson Dr, south of Cerritos Ave	8	VCP	371
	H102-B001	H102	B001	Ramblewood Dr, south of Cerritos Ave	8	VCP	198
	H107-B005	H107	B005	Alley, west of Courson Dr	8	VCP	280
	D026-D025	D026	D025	Starr St, east of Beach Blvd	8	VCP	257
	D027-D027A	D027	D027A	Starr St, east of Beach Blvd	8	VCP	246
	D027A-D026	D027A	D026	Starr St, east of Beach Blvd	8	VCP	87
4	D028-D027	D028	D027	Starr St, east of Beach Blvd	8	VCP	375
	D029-D028	D029	D028	Starr St, east of Beach Blvd	8	VCP	153
	D030-D029	D030	D029	Starr St, east of Beach Blvd	8	VCP	257
	D074-D030	D074	D030	Starr St, east of Beach Blvd	8	VCP	19
	D092-D074	D092	D074	Fern St, south of Starr St	8	VCP	335
	C004-I044	C004	I044	Rose St, south of Cerritos Ave	12	VCP	342
	C007-I102	C007	I102	Rose Ave, south of Cerritos Ave	18	VCP	321
	C057-I051	C057	I051	Rose St, south of Cerritos Ave	12	VCP	313
	I037-I009	I037	I009	Rose St, north of Katella Ave	12	VCP	320
	I038-I037	I038	I037	Rose St, north of Chester Ave	12	VCP	340
	I039-I038	I039	I038	Rose St, north of Central Ave	12	VCP	320
	I040-I039	I040	I039	Rose St, north of Monroe Ave	12	VCP	257
	I041-I040	I041	I040	Easement, crosses an OCFCD facility	12	VCP	402
	I042-I041	I042	I041	Rose Ave, south of Sandalwood Way	12	VCP	60
	I043-I042	I043	I042	Rose Ave, south of Main St	12	VCP	270
	I044-I043	I044	I043	Rose Ave, north of Main St	12	VCP	320
	I045-I009	I045	I009	Rose St, north of Katella Ave	12	VCP	315

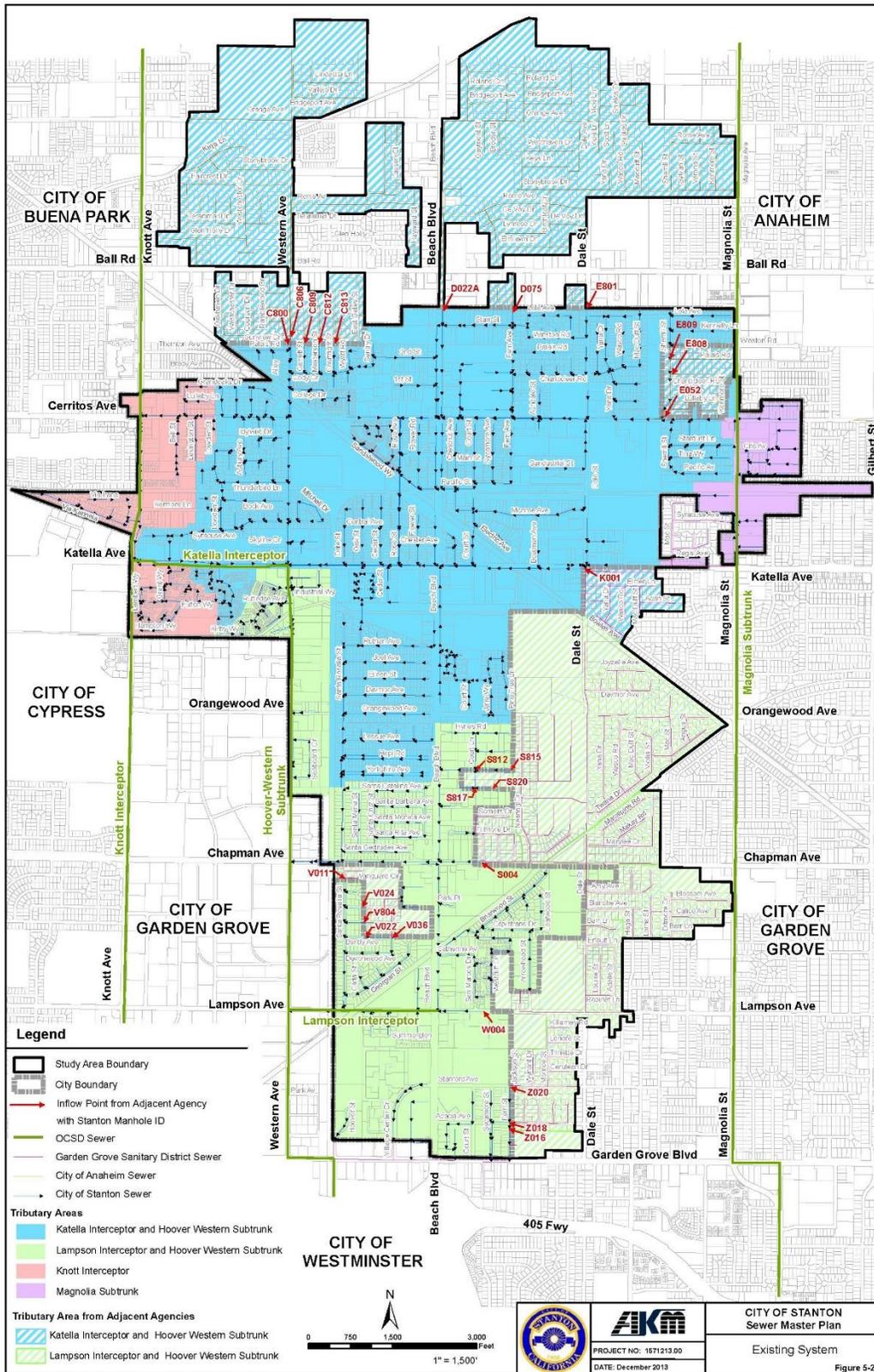


5	I046-I045	I046	I045	Rose St, north of Chester Ave	12	VCP	330
	I047-I046	I047	I046	Rose St, north of Central Ave	12	VCP	330
	I048-I047	I048	I047	Rose St, north of Monroe Ave	12	VCP	300
	I049-I048	I049	I048	Easement, crosses an OCFCO facility	12	VCP	363
	I050-I049	I050	I049	Rose St, south of Main St	12	VCP	341
	I051-I050	I051	I050	Rose St, north of Main St	12	VCP	319
	I102-I103	I102	I103	Rose Ave, south of Cerritos Ave	18	VCP	351
	I103-I104	I103	I104	Rose Ave, south of Cerritos Ave	18	VCP	325
	I104-I105	I104	I105	Rose Street at Pacific Electric Corridor	18	VCP	419
	I105-I106	I105	I106	Rose Ave, south of Cerritos Ave	18	VCP	241
	I106-I107	I106	I107	Rose Ave,north of Katella Ave	18	VCP	324
	I107-I108	I107	I108	Rose Ave,north of Katella Ave	18	VCP	336
	M004-M003	M004	M003	Easement, between Katella Ave and Marshall Way	8	VCP	105
6	M005-M004	M005	M004	Grant Way, south of Marshal Way	8	VCP	142
	M013-M004	M013	M004	Marshall Way, west of Augusta Way	8	VCP	251
	M016-M005	M016	M005	Custer Way, east of Grant Way	8	VCP	64
	M017-M016	M017	M016	Grant Way, south of Custer Way	8	VCP	61
	M030-M029	M030	M029	Lambert Way, north of Hampton Way	8	VCP	230
7	M031-M030	M031	M030	Hampton Way, east of Lambert Way	8	VCP	210
	M034-M029	M034	M029	Cabot Way, north of Lambert Way	8	VCP	159
8	M092-M077	M092	M077	Hood Way, south of Rutledge Ave	8	VCP	212
	M093-M092	M093	M092	Kirby Way, west of Hood Way	8	VCP	170
	R061-R083	R061	R083	Hopi Rd, west of Beach Blvd	8	VCP	350
9	R062-R061	R062	R061	Hopi Rd, west of Beach Blvd	8	VCP	335
	R083-R046	R083	R046	Hopi Rd, east of Santa Rosalia St	8	VCP	320
	R001-R802	R001	R802	Chapman Ave, west of Santa Rosalia St	8	VCP	250
	R002-R001	R002	R001	Santa Rosalia St, north of Chapman Ave	8	VCP	198
	R003-R002	R003	R002	Santa Rosalia St, north of Santa Gertrudes Ave	8	VCP	360
	R004-R003	R004	R003	Santa Rosalia St, north of Santa Gertrudes Ave	8	VCP	360
	R005-R004	R005	R004	Santa Rosalia St, south of Santa Catalina Ave	8	VCP	360
10	R006-R005	R006	R005	Corner of Santa Catalina Ave and Santa Rosalia St	8	VCP	68
	R007-R006	R007	R006	Santa Catalina Ave, east of Santa Rosalia St	8	VCP	347
	R008-R085	R008	R085	Santa Catalina Ave, east of Santa Cruz	8	VCP	350
	R017-R002	R017	R002	Santa Gertrudes Ave, east of Santa Rosalia St	8	VCP	290
	R085-R007	R085	R007	Santa Catalina Ave, east of Santa Rosalia St	8	VCP	350
	R801A-R801	R801A	R801	Chapman Ave west of Beach Blvd.	8	VCP	335
	R802-R801A	R802	R801A	Chapman Ave west of Beach Blvd.	8	VCP	330
11	R036-R035	R036	R035	Santa Paula St, south of Santa Barbara	8	VCP	280
	W009-W008	W009	W008	Beach Blvd, north of Lampson Ave	10	VCP	84
12	W010-W009	W010	W009	Beach Blvd, north of Lampson Ave	8	VCP	190
	W011-W010	W011	W010	Beach Blvd, north of Lampson Ave	10	VCP	334



	W027-W009	W027	W009	Easement, OCFCD facility	8	VCP	305
	V004-V002	V004	V002	Santa Rosalia St, north of Lampson Ave	8	VCP	241
13	V004-V003	V004	V003	Santa Rosalia St, north of Lampson Ave	8	VCP	229
	V005-V004	V005	V004	Santa Rosalia St, north of Georgian St	8	VCP	375
	V012-V004	V012	V004	Georgian St, east of Santa Rosalia St	8	VCP	203
	Z007-Z029	Z007	Z029	Acacia Ave, west of Court St	8	PVC	231
	Z015-Z028	Z015	Z0128	Easement, west of Court St	6	PVC	152
	Z021-Z022	Z021	Z022	Easement, east of Beach Blvd	8	VCP	218
	Z022-Z023	Z022	Z023	Easement, east of Beach Blvd	8	VCP	214
14	Z023-Z024	Z023	Z024	Easement, east of Beach Blvd	8	VCP	19
	Z024-Z015	Z024	Z015	Easement, east of Beach Blvd	8	VCP	142
	Z025-Z015	Z025	Z015	Easement, west of Court St	6	VCP	69
	Z026-Z025	Z026	Z025	Easement, west of Court St	6	VCP	361
	Z029-Z021	Z029	Z021	Acacia Ave, west of Court St	8	PVC	230
15	J034-J033	J034	J033	Monroe St, west of Dale St	8	VCP	365
	J035-J034	J035	J034	Monroe St, west of Dale St	8	VCP	60
16	K039-J038	K039	J038	Monroe St, west of Dale St	8	VCP	91
17	H065-H106	H065	H106	Easement, south of Thunderbird Ln.	8	VCP	190
	H106-H052	H106	H052	Easement, north of Bock Ave	8	VCP	131

# CITY OF STANTON SEWER MAP





**EXHIBIT C**

**PROPOSAL ACKNOWLEDGEMENT FORM**

The Proposer hereby acknowledges receipt of addenda number(s) \_\_\_\_\_, if any.

**By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.**

\_\_\_\_\_  
Original Signature by Authorized  
Officer/Agent

\_\_\_\_\_  
Vendor's Tax ID Number (FEIN)

\_\_\_\_\_  
Type/Print Name of Signatory

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Consultant Mailing Address

\_\_\_\_\_  
Fax Number

Form of Business (mark one of the  
following):

\_\_\_\_\_  
Website Address

Sole Proprietor/Individual

\_\_\_\_\_  
E-mail Address

Partnership

Corporation

Limited Liability Company (LLC)

If a corporation, the State where it is  
incorporated: \_\_\_\_\_



## EXHIBIT D

### CITY OF STANTON PROFESSIONAL SERVICES AGREEMENT FOR SANITARY SEWER AND STORM DRAIN CLEANING SERVICES

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS] (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **sewer and storm drain cleaning** services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **sewer and storm drain cleaning** services to public clients, is licensed in the State of California, and is familiar with the project.

##### 2.2 Project.

City desires to engage Consultant to render such services for the **Sanitary Sewer and Storm Drain Cleaning** project (“Project”) as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **sewer and storm drain cleaning** services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from [INSERT START DATE] to [INSERT ENDING DATE], unless earlier terminated as provided herein. Consultant



shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME(S)]**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's



Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **[INSERT CITY EMPLOYEE NAME]**, or his or her designee, as the City’s contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.



### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement, or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.



- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day



written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary, and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be



responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, as applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [INSERT WRITTEN DOLLAR AMOUNT] DOLLARS (\$[INSERT NUMBER]) ("Total Compensation") without written approval of City's [INSERT TITLE]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

#### **3.3.2 Payment of Compensation.**

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"



projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.



3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

[INSERT NAME, ADDRESS & CONTACT PERSON]

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: [INSERT CITY EMPLOYEE NAME]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any



magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify, and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project, or this Agreement, including, without limitation, the payment of all damages, expert witness fees and attorney fees, and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent



jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

**3.5.7 Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

**3.5.8 Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County, California.

**3.5.9 Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**3.6 City's Right to Employ Other Consultants.** City reserves right to employ other consultants in connection with this Project.

**3.7 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.

**3.8 Assignment or Transfer.** Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates, or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

**3.9 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.10 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**3.11 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.



**3.12 No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

**3.13 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.14 Prohibited Interests.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid, nor has it agreed to pay, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.15 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

**3.16 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.17 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**3.18 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**3.19 Declaration of Political Contributions.** Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

**3.20 Subcontracting.**



3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

*[Signatures on following page.]*



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this \_\_\_\_ day of \_\_\_\_\_, 202\_.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: \_\_\_\_\_  
Hannah Shin-Heydorn  
City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND** Secretary,  
**AND** CORPORATE SEAL OF  
CONSULTANT REQUIRED]

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney



**EXHIBIT "A"**

**SCOPE OF SERVICES**

**[INSERT SCOPE OF SERVICES]**

**[EXHIBIT A FROM RFP TO BE INSERTED HERE AND/OR CONSULTANT PROPOSAL]**



**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

**[INSERT SCHEDULE OF SERVICES]**

**[CONSULTANT'S SCHEDULE OF SERVICES, SUMMARY TO BE INSERTED  
HERE]**



**EXHIBIT "C"**

**COMPENSATION**

**[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]**

**[CONSULTANT'S FEE PROPOSAL TO BE INSERTED HERE]**