

**RESOLUTION NO. 2787**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A GOODS AND SERVICES CONTRACT WITH PIPELINE VIDEO INSPECTION, LLC (DBA AIMS COMPANIES) FOR THE CLOSED CIRCUIT TV (CCTV) INSPECTION SERVICES PROJECT.**

WHEREAS, the City of Wilsonville needs (CCTV) inspection services provided by a contractor with particular training, ability, knowledge, and experience; and

WHEREAS, inspection of the City's underground infrastructure is necessary and prudent to ensure that City infrastructure does not reach the point of failure before repairs are identified; and

WHEREAS, the City does not own the specialized equipment necessary to perform the inspection of the underground equipment, which equipment costs in excess of \$360,000, more than the contract amount; and

WHEREAS, City staff do not have the specialized training and certifications needed to perform the proposed services; and

WHEREAS, the contracted inspection work, as proposed in this contract, is an industry-accepted practice for assessing and monitoring the health of the City's underground infrastructure; and

WHEREAS, public contracts for such services must comply with Oregon competitive bid laws in accordance with Oregon Revised Statutes, Chapter 279B, Public Bids and Contracting; Wilsonville Code 2.3.14, Contracts with the City; and the Attorney General's Model Rules, which the City has adopted as its contracting rules; and the Wilsonville City Council serves as the City's Contract Review Board; and

WHEREAS, the City of Wilsonville went through such a formal competitive process for CCTV inspection services; and

WHEREAS, a Request for Proposals for CCTV Inspection Services was advertised on January 31, 2020 in the Daily Journal of Commerce; and

WHEREAS, five proposals were submitted for consideration on February 28, 2020; and

WHEREAS, five proposals met the requirements established in the Request for Proposals and were scored for acceptance; and

WHEREAS, Pipeline Video Inspection, LLC (dba AIMS Company) received the highest rating score; and

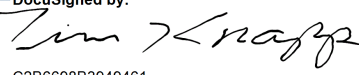
WHEREAS, in the public interest, the City Council, acting as the Local Contract Review Board, has determined that Pipeline Video Inspection, LLC (dba AIMS Company) is qualified and capable of performing the services as required, under the terms and conditions set forth; and

WHEREAS, there is funding included in the current fiscal year to cover the cost of these services; and

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council, acting as the Local Contract Review Board, finds and concludes:
  - a. The recitals of findings above are incorporated by reference herein; and
  - b. The proposal by Pipeline Video Inspection, LLC (dba AIMS Companies) is deemed the preferred responsible/responsive bid and is in the best interest of the City.
2. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Goods and Services Contract with Pipeline Video Inspection, LLC (dba AIMS Companies), in a form substantially similar to **Exhibit A** attached hereto, for an annual not-to-exceed amount of \$133,483.50 for the two-year contract term, with the option to extend the contract for three (3) additional one-year terms. If the City Manager elects to exercise the option(s) to renew the contract, at the beginning of each subsequent contract renewal, contract rates may be escalated based on West Coast Consumer Price Index-Urban (CPI-U) for all items, not seasonally adjusted for the 12-month period ending in June.
3. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 20<sup>th</sup> day of April 2020, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
  
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TIM KNAPP, MAYOR

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
E761DE10270B496...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBIT:

1. Closed Circuit TV (CCTV) Inspection Goods and Services Contract

## **CITY OF WILSONVILLE GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (“Contract”) for the Closed Circuit TV (CCTV) Inspection Services Project (“Project”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Pipeline Video Inspection, L.L.C.**, an Arizona limited liability company, doing business as **AIMS Companies** (hereinafter referred to as “Contractor”).

### **RECITALS**

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Contractor represents that Contractor is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Contractor is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

### **AGREEMENT**

#### **Section 1. Scope of Work**

Contractor will perform the closed circuit television inspection services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”).

#### **Section 2. Term**

Unless earlier terminated in accordance herewith, the term of this Agreement shall be from the Effective Date, for a period of two (2) years (“Initial Term”), with three (3) one-year extension options (“Extension Term”), which may be exercised in the City’s sole discretion. If option(s) are exercised by the City, the Annual Contract Amount (defined herein) may be escalated based on the West Coast Consumer Price Index-Urban (CPI-U) for all items, not seasonally adjusted for the 12 month period ending in June.

#### **Section 3. Contract Sum/Project Scope**

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor a not to exceed amount of ONE HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS (\$133,483.50) for performance of the Work

(“Annual Contract Sum”) per year for each of the two (2) years for a Total Contract Sum of \$266,967. Any compensation in excess of the Total Contract Sum will require express written agreement between the City and Contractor.

3.2. Contractor’s Total Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

3.3. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

#### **Section 4. City’s Rights and Responsibilities**

4.1. The City will designate a Project Manager to facilitate day-to-day communication between Contractor and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 12**.

#### **Section 5. Project Managers**

The City’s Project Manager is Martin Montalvo. Contractor’s Project Manager is David Alonzo.

#### **Section 6. Subcontractors and Assignments**

Contractor shall not subcontract with others for any of the Services prescribed herein. Contractor shall not assign any of Contractor’s rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City’s sole discretion.

#### **Section 7. Contractor Is Independent Contractor**

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor’s sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor’s sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Total Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor’s Work. The

City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project. Contractor hereby represents that no subcontractors will be used on the Project.

## **Section 8. Contractor Responsibilities**

8.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8.2. Contractor must maintain a City of Wilsonville or Metro business license at all times while performing Work under this Contract.

8.3. No person shall be discriminated against by Contractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

8.4. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

8.5. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

8.6. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

8.6.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

8.6.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

8.6.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.7. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

8.8. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

8.9. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

8.11. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

## Section 9. Indemnity

9.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 9.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers.

9.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

## Section 10. Insurance

10.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or policies of insurance maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

10.1.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of



**\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

10.1.2. Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

10.1.3. Pollution Liability Coverage. Contractor shall carry sudden and accidental and gradual release pollution liability coverage that will cover, among other things, any spillage of paints, fuels, oils, lubricants, de-icing, anti-freeze or other hazardous materials, or disturbance of any hazardous materials, as that term is defined under Oregon law, during the performance of this Contract. Contractor will be fully responsible for the cost of any clean-up of any released materials or disturbance, in accordance with Oregon Department of Environmental Quality (“DEQ”) and Federal Environmental Protection Agency (“EPA”) clean-up requirements. The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate.

10.1.4. Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than **\$500,000** each accident.

10.1.5. Insurance Carrier Rating. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

10.1.6. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor’s Commercial General Liability, Automobile Liability, Pollution Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: “The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers.” An

endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

10.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

10.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

## **Section 11. Suspension**

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for the delay was within Contractor's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

## **Section 12. Early Termination; Default**

12.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

12.1.1. By mutual written consent of the parties;

12.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person; or

12.1.3. By Contractor, effective upon seven (7) days' prior written notice, in the event of substantial failure by the City to perform in accordance with the terms through no fault of Contractor, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

12.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract,

Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

12.3. If the City terminates this Contract for its own convenience not due to any default by Contractor, payment of Contractor shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Contractor against the City under this Contract.

12.4. Termination under any provision of this **Section 12** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

**Section 13. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

**Section 14. Notices**

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville  
Attn: Martin Montalvo, Public Works Operations Manager  
29799 SW Town Center Loop East  
Wilsonville, OR 97070

To Contractor: Pipeline Video Inspection, L.L.C., dba AIMS Companies  
Attn: David Alonzo  
6110 NE Croeni Avenue, Suite 150  
Hillsboro, OR 97124

**Section 15. Miscellaneous Provisions**

15.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral

discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

15.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

15.3. No Assignment. Contractor may not assign this Contract, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

15.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

15.5. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

15.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

15.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

15.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

15.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

15.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

15.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

15.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

15.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

15.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

15.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

15.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

15.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

15.18. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

15.19. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

15.20. Authority. Each party signing on behalf of Contractor and the City hereby warrants actual authority to bind their respective party.

The Contractor and the City hereby agree to all provisions of this Contract.

**CONTRACTOR:**

**CITY:**

PIPELINE VIDEO INSPECTION, L.L.C.,  
dba AIMS Companies

CITY OF WILSONVILLE

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, Asst. City Attorney  
City of Wilsonville, Oregon

## SCOPE OF WORK

### **TECHNICAL SPECIFICATIONS**

#### **PART 1 – GENERAL**

- 1.1 SCOPE OF SERVICES AND WORK PHASING
- 1.2 TELEVISION INSPECTION AND COMPUTERIZED EQUIPMENT
- 1.3 PACP REQUIREMENTS
- 1.4 CITY
- 1.5 TIME OF PERFORMANCE, SCHEDULING AND LIQUIDATED DAMAGES
- 1.6 COMPLIANCE AND ACCEPTANCE
- 1.7 REFERENCED DOCUMENTS
- 1.8 LIABILITIES AND ASSUMPTIONS
- 1.9 SUBMITTALS UPON CONTRACT AWARD

#### **PART 2 - SPECIAL PROVISIONS**

- 2.1 CITY RIGHTS
- 2.2 EMERGENCY RESPONSE
- 2.3 WORKING HOURS
- 2.4 DECREASE/INCREASE IN SERVICE/STOP WORK DUE TO INCLEMENT WEATHER
- 2.5 MONTHLY COORDINATION MEETING
- 2.6 CLOSE-OUT PROCEDURES

#### **PART 3 - GENERAL PROVISIONS**

- 3.1 MAINTENANCE OF TRAFFIC
- 3.2 EXISTING UTILITIES
- 3.3 REQUEST FOR SUPPLEMENTARY INFORMATION
- 3.4 USE OF PREMISES
- 3.5 PROTECTION OF TREES
- 3.6 FENCING
- 3.7 RESTORATION
- 3.8 CLEANUP
- 3.9 PROPERTY DAMAGE

#### **PART 4 - EXECUTION**

- 4.1 GENERAL

#### **PART 5 - PAYMENT FOR WORK**

- 5.1 MEASUREMENT AND PAYMENT

#### **APPENDIX A: HEADER FIELD CHECKLIST**

## **PART 1 - GENERAL**

### **1) SCOPE OF SERVICES AND WORK PHASING**

- a) The purpose of this bid is to obtain competitive unit prices for all labor, material, and equipment necessary to inspect via closed-circuit television (CCTV) existing sewers. The work includes remote televising and recording of the sewer. All project locations will be within the CITY's service area.
- b) The work to be completed on each section of sewer will be performed in phases as defined in the following:
  - i) Phase 1: Inspection. a. Sewer sections shall be inspected by means of remote CCTV. If a blockage hampers the inspection of the sewer in one direction, then the Contractor shall attempt to complete the section by televising from the other manhole to complete the section. The Contractor must immediately report the obstruction to the CITY or his representative (hereinafter referred to as "CITY"). All CCTV work shall conform to Current NASSCO-PACP standards.
    - (1) Phase 1 work will be reimbursed at the bid unit price.
    - (2) Television Inspection
      - (a) All CCTV inspections will be delivered entirely in electronic format.
      - (b) All CCTV work shall conform to the most current NASSCO PACP standards including condition and critically index scoring. The documentation of the work shall consist of NASSCO PACP CCTV Reports, NASSCO PACP database, logs, electronic reports, etc. noting defects and observations encountered during the inspection. The documentation of the work shall consist of PACP CCTV Reports, PACP database, logs, electronic reports, etc. noting important features encountered during the inspection.
        - (i) All deliverables must be in a non-proprietary data format (i.e. PDF, MOV formats).
      - (c) All PACP Header information shall be completed in accordance with PACP Guidelines. In addition to mandatory Header fields, additional fields are required as noted on the attached Appendix B: Header Field Matrix.
      - (d) The speed of travel shall be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inflow sources, and deposits, but should not, at any time, be faster than 30 feet per minute, except as noted otherwise in this document.
      - (e) The camera must be centered in the pipe to provide accurate distance measurements to provide locations of features in the sewer and these footage measurements shall be displayed and documented on the video. All PACP Observations shall be identified by audio and on PACP log. All video must be continuously metered from manhole. The pipe should be clean



enough to ensure all defects, features and observations are seen and logged. If cleaning is required, the City is to be advised in order to schedule the cleaning.

- (f) The recorded video must show the entire circumference of the sewer. Any flow control to remove standing water and debris shall be incidental to the contract. It is not the intent of this specification to require bypass pumping to control heavy flow; however, the Contractor must, at a minimum, make reasonable effort to control the flow. The Contractor must also consider weather conditions to obtain the best video image of the sewer. This may require the Contractor to delay any video work after major rain events until the system can return to lower dry weather flow. The Contractor shall submit PACP data to include the electronic video reports, logs, etc. for the CITY's review
  - (g) The sections of sewer to be televised through this contract will be located primarily within the paved areas of the public right-of-way; however, there may be some sewer sections that are located within public easements on private property. The successful bidder will be responsible to coordinate with the CITY to gain access to any and all sewer sections and will be responsible for any restoration in accordance with Part 3 Section 6 RESTORATION.
- ii) Phase 2: Based on the CITY's review of the Phase 1 work, the CITY will determine if additional inspection work will be required. The CITY, at its sole discretion, will either declare the work on the particular sewer section complete or notify the Contractor of additional work (i.e. Phase 3: Post Light Sewer Cleaning CONDUCTED BY CITY, Post Heavy Cleaning, Deposit Cut, Root Cut Medium, Root Cut Ball, or Lateral Cut).
  - iii) Phase 3: Post Additional Cleaning Inspection. Final televising of the sewer section to evaluate the condition of the sewer section after all additional cleaning or repair has been performed from Phase 2 information. ALL CLEANING AND REPAIR ARE TO BE CONDUCTED BY CITY
- (1) Phase 3 will be required to be performed and will be reimbursed at the bid unit price.
- c) The Contractor shall furnish all labor, components, materials, tools, and appurtenances necessary for the performance and completion of the contract.
  - d) Award of the contract will be determined through an evaluation of bids and in the best interest of the CITY.
  - e) The Contractor will be held fully liable for any damages incurred that are caused by his or her negligence.
  - f) Patents, Trade Secrets, and Copyrights: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights, trade secrets protection rights, or copyrights held by others.

The Contractor shall indemnify and hold harmless the CITY and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights, trade secret protection rights, or copyright incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

## 2) TELEVISION INSPECTION AND COMPUTERIZED EQUIPMENT

- a) The Contractor shall use a color pan and tilt camera or a side wall scanning (panoramic) camera specifically designed and constructed for sewer inspection. Each sewer to be televised shall be suitably isolated to control flow during the inspection. The Contractor shall provide a recording of the televised sewer inspection, locating each sewer service connection entering the sewer.
- b) Lighting for the pan and tilt camera or side wall scanning camera shall provide a clear picture of the entire periphery of the existing sewer.
- c) The pan and tilt camera shall pause, pan, and visually inspect all service connections, pipe ends, and maintenance or structural defects. If utilizing a camera with side wall scanning capabilities, pausing and panning of each lateral is not necessary during the inspection if the image clearly depicts the inside of the lateral for post processing. If a blockage cannot be removed and hampers the televising of the sewer in one direction then the Contractor shall attempt to complete the section by televising from the other manhole to complete the section, this reversal should immediately follow the initial direction. The Contractor must immediately report the obstruction to the CITY.
- d) Side wall scanning inspection systems are imaging cameras that are capable of a continuous 360-degree image capture of the wall of the pipeline being inspected. These systems may have one or multiple cameras to capture the complete interior view of the pipeline. Due to the high resolution of the image quality, the inspections may be conducted at a higher speed than color pan and tilt CCTV method. Once the pipeline inspections are completed, the captured images can be linked with a companion software package that allows for identifying and coding defects and features in the pipeline. Typically, these systems provide a fold flat view and a perspective view (typical of CCTV) of the pipeline.
- e) If the image quality is not adequate for post-inspection coding, the Contractor shall be required to repeat the survey at the Contractor's expense.
- f) The Contractor shall perform all CCTV inspections in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). CCTV inspections will be delivered entirely in electronic format. The entire survey shall be recorded in an approved electronic format submitted with electronic links between the data and the video. All television inspection reports shall be with-in +/- two (2) feet of the measured linear footage between manholes along the existing sewer centerline from the start of pipe to

end of pipe. All CITY and PACP required header information must be fully and accurately entered on all CCTV reports. Work not following these specifications may be rejected for payment and the Contractor may be required to re do the work.

- g) The Contractor shall provide a PACP certified operator on site at all times during the entire survey. If video is to be coded separately from the actual recording, both the onsite Operator and the individual performing the PACP coding shall be PACP certified. The Contractor shall provide proof of certification prior to commencement of work, prior to a change in personnel involved in data collection, and as requested by the CITY
- h) CCTV Reports, logs, electronic reports, and worksheets must include the following information and conform to the applicable guidelines:
  - i) CCTV Reports, NASSCO PACP Certified Database, and electronic worksheets must accompany all inspection work.
  - ii) All CITY and NASSCO PACP required header information must be fully and accurately entered on all CCTV reports.

### 3) PACP Requirements

- a) Current NASSCO PACP certification of all CCTV operators, working on this project, will be required for all CCTV work.
- b) Database shall be an NASSCO-PACP (Current Version) Certified Database.
- c) CCTV Software shall be NASSCO-PACP (Current Version) certified.
- d) CCTV inspections (Video and Data Collected) will be delivered entirely in digital NON-PROPRIETARY format.

### 4) CITY

- a) This contract will be administered and performed under the direction and inspection of the CITY or its designated representative. Questions pertaining to this contract, before and after award, should be directed to the CITY's project manager Martin Montalvo, Operations Manager, Public Works Department at 503-570-1560 and [montalvo@ci.wilsonville.or.us](mailto:montalvo@ci.wilsonville.or.us)

### 5) TIME OF PERFORMANCE AND SCHEDULING

- a) Upon award of the contract, the Contractor shall CCTV at least three (3) segments or 1,000 feet of pipe and submit the data to the CITY to verify that the CCTV database is compatible with the CITY's PACP Database, and the deliverables are acceptable to the CITY. The CITY shall verify acceptability of the deliverables within five (5) business days of receipt. After the CITY verifies compatibility of the inspection deliverables including the database, the CITY shall then issue to the Contractor a written "Notice to Proceed" including a date for commencement of work. The Contractor shall begin work on the date stated in the written "Notice To Proceed" (but no later than 10 calendar days after receipt) with an adequate force and sufficient resources to demonstrate due diligence in the performance of the contract.

- b) It is understood that the bidder may have other contracts with the CITY during the period of this contract. By bidding this work, the bidder is agreeing to provide an adequate number of crews in order to perform the work concurrently with due diligence and as specified in his approved schedule.

6) COMPLIANCE AND ACCEPTANCE

- a) Compliance with this contract shall be complete when all conditions set forth in these specifications have been met.

7) REFERENCED DOCUMENTS

- a) All work must also conform to the latest edition of the following specifications (as required in advance by the CITY)
  - i) NASSCO PACP Standards
  - ii) Oregon Department of Transportation, Construction and Materials Specification
  - iii) City of Wilsonville Rules and Regulations and Standard Drawings
  - iv) Public Works Standards of the City of Wilsonville's City Engineer
  - v) Others, as required

8) LIABILITY AND ASSUMPTIONS

In order to minimize and appropriately allocate costs and risks, it is in the best interest of all contracted parties (CITY and Contractor) and prospective parties (i.e. Bidders) to understand thoroughly the risks associated with any particular project. For that reason, we will define herein, what is standard practice in the procurement and completion of sewer inspection so that everyone involved can effectively assess their obligations, risks and duties. (i.e Liability for removal of equipment that becomes stuck in the sewer)

- (1) Negligence Caused – Contractor
- (2) CITY Decision to proceed after concerns raised – CITY
- (3) Unforeseen Hazard (I.E. hole in pipe under flow line and not visible) – To be discussed in advance to mutually agree upon liability based on the CCTV leading up to the hazard.

a) Assumptions

- i) It is reasonable and customary to assume the following, unless otherwise detailed in writing:
  - (1) The CITY has provided the Parties (Contractor and/or Bidders), in writing, with all of the information that the CITYs possess that would allow the Parties to accurately and fully assess the entire scope of the project.
  - (2) The CITY possesses or has contracted the services of a person or entity who possesses the knowledge, expertise and experience to fully understand the scope of the service for which they are attempting to contract with the Parties.

- (3) The Parties are knowledgeable, capable and legally authorized to contract for the services in question.
- (4) The infrastructure for which the services are requested are in suitable condition to allow for the activities which are usual and customary for the services requested without undue risk to the Parties equipment or personnel, unless otherwise described by the CITY in writing.

b) Liabilities

- i) Should it be found during initial investigation and/or during the course of performance that conditions are different than those which are typical and customary and outside of the assumptions listed above, the Contractor may negotiate a reasonable change in terms. If the CITY and the Contractor cannot agree on a change in terms, the CITY reserves the right to re-bid or cancel such work.

c) Notification

- i) If observed defects are believed to be such that further operations may compromise the structural integrity and/or cause the pipe to become unusable, the Contractor must provide written communication to the CITY's designee of the observed condition(s) and reason to believe that continued operations may cause substantial damage. The CITY will then direct the Contractor as to what services, precautions, etc., the CITY will require of the Contractor. If the contract documents do not address this potential, then the CITY and Contractor will negotiate in good faith, the conditions under which the work is to continue or cease to continue.
- ii) This exception may only be used to prevent asset damage and shall not be used to eliminate difficult or adverse areas that were previously documented in these documents or by prior written communication with the CITY.

9) SUBMITTALS UPON CONTRACT AWARD

- a) All submittals are due as scheduled. Work will not proceed until all submittals are received and approved. The CITY reserves the right to adjust the due dates of the submittals based on Contractor performance. The Contractor shall label each submittal indicating what is represented, name of Contractor, and project number. All submittals identified as being in error shall be re-performed and corrected at the Contractor's expense.
- b) Submittals required of the Successful Bidder within seven (7) days prior to the Pre-Construction Meeting
  - i) Name of the project supervisor and resumes
  - ii) Documentation of NASSCO PACP certification for all CCTV operators, database and software
  - iii) Documentation of State Flagger or MUTCD Traffic Control Training. Documentation of Confined Space Entry Training.

- iv) Sample inspection CCTV data and video or data from other approved inspection method
- c) Submittals Required for the Project Kick Off Meeting
  - i) Management Organization: Provide an organization chart depicting the essential organizational elements and senior personnel of the proposed Contractor and the functions and interrelationships of the personnel proposed to provide technical support, project management and supervision for this project. Provide succinct resumes of the personnel proposed to provide technical support and project management for this project. The personnel designated in the management summary for essential positions shall not be changed except with the permission of CITY. The CITY will only approve such a change when, in its opinion, the substitute personnel have equal or greater qualifications and experience to those intended to be replaced
- d) Submittals Required One Week Prior to Any televising Work
  - i) Site specific site safety plan addenda
  - ii) Entry releases, if applicable
- e) Weekly Submittals
  - i) Detailed updates to the work schedule will be provided to the CITY no later than 1:00 p.m. on the Friday preceding the next week's televising work
  - ii) Electronic data and video/scan submittals, logs, and / or electronic worksheets submitted seven (7) days prior to work. All field paperwork must be submitted before the Contractor's invoice will be processed for payment
  - iii) Corrections to punch list items as required by the CITY to fulfill the requirements of this specification
- f) Final Submittals Prior to Payment
  - i) Corrections to punch list items as required by the CITY to fulfill the requirements of this specification

## **PART 2 - SPECIAL PROVISIONS**

### **1) CITY RIGHTS**

- a) The CITY reserves the right to stop the work when in the CITY's judgment the Contractor's work or activities are threatening the health and safety of the public or endangering the environment or endangering the waters of the state. Work shall not proceed until a satisfactory resolution has been achieved, according to the CITY.
- b) No Contractor or Subcontractor will perform any work not specifically identified in the work schedule unless approved by the CITY. Notification of such work must be received no later than 8:00 a.m. on the day the work is to be performed. A list of persons available to be notified will be given at the pre-construction meeting.

### **2) EMERGENCY RESPONSE**

- a) The Contractor shall provide direct contact information to the CITY. These numbers are intended for the CITY's use in contacting the evening/weekend/holiday emergency work crew for emergencies resulting from the Contractor's actions or lack thereof during this project. This crew shall be responsible for contacting the CITY within one-half hour after the first verbal and electronic notification. If the Contractor's crew has not responded to the site of the emergency within one hour of the first contact, verbal and electronic, the CITY will make all necessary repairs and bill the Contractor for all work performed. Costs related to the emergency response will be incidental to the contract and not measured for payment.

### **3) WORKING HOURS**

- a) The Contractor must complete all work such that no homeowner is without sewer service, unless otherwise directed by the CITY.
- b) The City's pre-approved standard work hours are 7:00 AM to 4:30 PM, Monday thru Friday
- c) The Contractor may be required to work nights or weekends to in order achieve the lowest depth flows in the sewer pipes and not conflict with public events.
  - i) Work required to be completed on non-standard hours are to be approved by the City in advance.
  - ii) Work required to be completed during nonstandard hours will be reimbursed at the pre-approved standard bid rate.
- d) No work will be allowed on weekends or holidays except at the discretion of the CITY.

### **4) DECREASE/INCREASE IN SERVICE AND STOP WORK DUE TO INCLEMENT WEATHER**

- a) The CITY, at its option, may increase or decrease any or all service requirements provided for under this contract. The CITY further reserves the right to suspend or

stop the performance of any or all of the work of this contract due to inclement weather conditions.

5) MONTHLY COORDINATION MEETING

- a) Following award of the contract and before starting any work the Contractor, Job Superintendent/Project Manager, and Crew Leader shall meet with the CITY. The Contractor will be notified of the date, time, and place of the meeting.
- b) Attendance:
  - i) CITY
  - ii) CITY's Inspector
  - iii) Contractor's Representative(s)
  - iv) Others, as appropriate
- c) Agenda:
  - i) Distribution and Discussion
    - (1) Projected Cleaning Schedules (CITY)
    - (2) Projected Inspection Schedule (Contractor)
  - ii) Critical Work Sequencing
  - iii) Project Coordination
    - (1) Designation of responsible personnel
  - iv) Procedures and Processing
    - (1) Field decisions
    - (2) Requests for Information
    - (3) Submittals
    - (4) Deliverables
    - (5) Change Orders
    - (6) Applications for Payment
  - v) Procedures for Maintaining Record Documents
  - vi) Use of Premises
    - (1) Office, work and storage areas
    - (2) CITY's requirements
  - vii) Traffic control
  - viii) Procedures for reporting Sanitary Sewer Overflows (SSOs)
  - ix) Temporary Utilities



6) CLOSE-OUT PROCEDURES

- a) Progress Meetings: Project closeout will be completed in monthly phases by project. The CITY will hold progress meetings at predetermined monthly intervals, or as determined necessary by the CITY. Items covered in the meetings include the following.
  - i) Punch List: This list will detail all items requiring correction, repair, or improvements in order to be accepted. The Contractor will address these items within 7 calendar days or as specified by the CITY. Failure to complete punch list items will result in a stop work notice and delay of payment until completed to the satisfaction of the CITY.
  - ii) Reports and Submittals: Final reports, post-tapes and other submittals previously described will be finalized and submitted.
  - iii) Review of the status of pay estimates.
  - iv) Issue project worksheets, as necessary.
  - v) Work scheduling issues.

## **PART 3 - GENERAL PROVISIONS**

### **1) MAINTENANCE OF TRAFFIC**

- a) The Contractor shall be responsible for maintaining "local" traffic at all times and for notifying the proper authorities regarding the closing of the roads. The Contractor will be responsible for obtaining all permits required for maintenance of traffic.
- b) The Contractor shall not begin work until standard barricades and warning signs are in an acceptable position and the markers and signs conform to the Federal Highway Administration (FHWA) "Manual of Uniform Traffic Control Devices for Streets and Highways" and all applicable state and local requirements. The Contractor assumes all responsibilities and liabilities regarding strict adherence to applicable sections for the maintenance of traffic and public safety as set forth in the FHWA "Manual of Uniform Traffic Control Devices for Streets and Highways", and other applicable regulations. All traffic control devices must be in place prior to starting work.
- c) The cost of all traffic control devices shall not be paid separately, but shall be included in the other price items in the contract.
- d) The Contractor shall maintain local traffic at all times during all phases of this project in a manner causing the least amount of inconvenience to the abutting property CITYs. Temporary driveways, temporary roadways, or run around as may be necessary to provide vehicular access to and from the abutting properties shall be constructed, maintained, and subsequently removed by the Contractor as directed by the CITY.
- e) The portion of the pavement not affected by the work shall be kept clear of all material and equipment.
- f) The Contractor shall hold harmless the CITY and all its representation from all suits, actions, of claims of any character brought on account of any injuries or damages sustained by any person or persons or property in the performance of this contract.
- g) If at any time traffic has to be blocked (emergencies only), the Contractor shall notify the nearest fire, police departments and service departments.
- h) The cost of maintenance of traffic shall be incidental to the contract and not measured for payment.

### **2) EXISTING UTILITIES**

- a) The Contractor must take the necessary precautions for the protection of any utility encountered on the project or the restoration of any utility damaged during the work.
- b) If an excavation is required, the Contractor shall notify, at least 48 hours before breaking ground, all public or private service corporations having wire, poles, pipes, conduit, manholes, or other structures that may be affected by this operation, including all structures which are affected and not shown on these plans. CITYs of underground utilities, which are members of the state's one call service, can be notified by calling. Non-member underground utility CITYs must be called directly.

- c) All maintenance, repair, and replacement of existing utilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction.
- d) All existing storm sewers, driveway drains, surface drain pipes and other property, removed or damaged during construction shall be repaired and reconnected by the Contractor as directed by the CITY at no additional cost to the CITY.

3) REQUEST FOR SUPPLEMENTARY INFORMATION

- a) It shall be the responsibility of the Contractor to make timely requests of the CITY for supplemental information, which should be furnished by the CITY under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.
- b) Each request shall be in writing, and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the CITY may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for all delays arising from failure to comply with this section.

4) USE OF PREMISES

- a) The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the property owner and/or CITY as appropriate to do so. A copy of such written permission shall be furnished to the CITY prior to accessing the site.
- b) It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense.
- c) If the Contractor finds it necessary to obtain additional working area, it shall be the Contractor's responsibility for its acquisition.
- d) The Contractor shall, at no additional expense, restore such property to the original condition in the sole and unfettered opinion of the system CITY. The Contractor must take photographs and/or videos of existing properties prior to disturbance of each property, and make a copy available to the system CITY.
- e) All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the CITY.
- f) The Contractor shall ensure all employees have a badge or visible identification during any time that they on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

5) PROTECTION OF TREES

- a) The Contractor shall avoid any unnecessary damage to trees. Branches which overhang the project limits and which interfere with the operation of equipment shall

be tied back to avoid damage, if possible. Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be protected with approved pruning spray immediately. The Contractor at no additional expense shall remove any trees damaged beyond saving, and make restitution to the CITY (public or private).

6) RESTORATION

- a) All roadway berms and drainage ditches disturbed by the work shall be restored, reshaped, and graded to drain.
- b) Pavement restoration, if necessary, shall conform to the CITY's regulations, or the CITY's Specifications depending upon who has jurisdiction for the street. Trench backfill and compaction shall be in conformance with the local street restoration jurisdiction.
- c) The remediation of sunken trenches caused by activities conducted in this contract shall be the Contractor's responsibility. Sunken areas shall be backfilled and compacted to meet adjoining grades; the surface shall be re-seeded or resurfaced with asphalt or concrete matching the existing surfacing.
- d) The Contractor shall restore unpaved areas by seeding and mulching. No direct payment will be made for seeding and mulching.
- e) Driveways shall be restored in accordance with CITY's regulations, or the CITY's Specifications depending upon who has jurisdiction for the driveway.
- f) All disturbed areas shall be restored as nearly as possible to their original condition.
- g) All restoration shall be completed in strict accordance with the appropriate items of the specifications as directed by the CITY.
- h) The cost of all restoration of streets, drives, walks; sod, etc. shall be incidental to the contract and not measured for payment.
- i) Restoration shall be kept current with the project work. Failure to keep restoration of these items completed reasonably close shall result in a stop work notice and delay of payment until such restoration is completed to the satisfaction of the CITY.

7) CLEANUP

- a) The Contractor shall keep the work area in an uncluttered condition by the frequent removal of debris. The Contractor shall remove all debris and unused material and leave the area in a condition similar to the condition of the area before any work was performed.

8) PROPERTY DAMAGE

- a) The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer section that is being cleaned or televised.
- b) The Contractor will be required to notify the CITY immediately if he causes any damage to private or public property caused by activities related to this contract. The

Contractor shall make repairs and/or clean the property immediately in a timeframe that is acceptable to the CITY.

## **PART 4 - EXECUTION**

### **1) GENERAL**

- a) The Contractor shall furnish and maintain, in good condition, all televising equipment necessary for proper execution of the work.
- b) Maintaining Flow: It will be the responsibility of the Contractor, throughout the tenure of this contract, to provide and maintain sufficient flow at all times to pass any flash of storm flow of drainage ditches and prevent any backwater flooding due to obstruction caused by CCTV equipment.
- c) Retrieval of Materials and Equipment: It shall be the Contractor's responsibility to remove materials and equipment that has been lodged in the sewer from television inspection.
- d) Work Schedule.
  - i) At the onset of each month the CITY shall inform the Contractor of the work intended to be completed.
  - ii) The general outline of work for the month for both parties shall be as follows
    - (1) Week 1 Activities
      - (a) CITY to define:
        - (i) Lines that will be cleaned and prepared for inspection by CITY and relative date to be conducted.
        - (ii) Working days for the month based on City staffing
      - (b) Monthly Coordination meeting to occur to define Phase 1 work areas and expectations
      - (c) Contractor to identify locations of concern based on operational considerations (access, traffic control, depth, etc...)
      - (d) City to commence cleaning activities
    - (2) Week 2 Activities
      - (a) CITY to continue cleaning as needed
      - (b) Contractor to:
        - (i) Commence Phase 1 CCTV inspection for areas outlined.
        - (ii) Coordinate with CITY to have Inspector present as needed for work.
        - (iii) Identify field issues that require rectification (Phase 2 work) prior to completing inspection(s) (i.e. root damage, blockages, areas for additional cleaning).
    - (3) Week 3 Activities
      - (a) Contractor to provide preliminary reports and videos for review.

- (b) CITY to review and approve/deny/request additional work of work submitted. (Phase 3 Work)
- (c) Contractor to re-inspect areas identified by the CITY based on initial reviews
- (4) Week 4 Activities
  - (a) Contractor to submit final deliverables and invoices for month's work completed work.
  - (b) CITY to approve and process invoices for payment
- e) Original and updated schedules must be provided to the CITY in writing. The software used for producing the schedules must have the capability to tailor the form and format of schedules, and accompanying reports, to the CITY's requirements.
- f) The CITY may require additional updates to the schedule as changes occur. These additional updates will be submitted to the CITY within 24 hours of the request. Changes to the schedule are subject to approval of the CITY.

## **PART 5 - PAYMENT FOR WORK**

### **1) MEASUREMENT AND PAYMENT**

- a) In cases where the sewer is entirely inspected manhole-to-manhole, payments will be based on the measured linear footage between manholes along the existing sewer centerline from manhole wall to manhole wall at the unit price submitted on the unit price page.
- b) All invoicing will be by sewer segment, and payment and will be made when all punch list items and rework are completed for each Sewer Segment. Additional work shall be invoiced and paid upon completion.
- c) The following items of work will not be measured for payment but the cost thereof will be considered as incidental to the contract:
  - i) Data entry, computerized equipment, software, and hardware to submit the required electronic submittals, including the DVDs, records, and logs.
  - ii) Completion of all electronic forms.
  - iii) Photographic equipment and supplies used to show sewer pipe and manhole defects.
  - iv) Bypass pumping and flow control where required by the Contractor to perform his or her work.
  - v) Providing temporary and final paving at any proposed excavations.
  - vi) Providing temporary and final restoration of grass areas.
  - vii) Emergency after-hours response.
  - viii) Demobilization and mobilization because of suspension of work.
  - ix) Updates to the schedule as required by the CITY.
  - x) Right of entry access to private property.
  - xi) Set up and maintenance of Traffic Control
- d) In order for the CITY to properly and accurately track costs of the contract, the Contractor shall submit the final invoice on each project within 30 days after the completion of the project.



## APPENDIX A: HEADER FIELD CHECKLIST

The following is an example of a Header Field Checklist requiring non-mandatory PACP fields within the specification. The specification writer is responsible for determining which additional fields are required.

HEADER FIELD CHECKLIST Field #			
Field #	Header Field	Mandatory	Required for this Project
1	Surveyed By	X	
1a	Certificate No.	X	
2	CITY		
3	Customer		
4	Drainage Area		
5	Sheet Number	X	
6	P/O Number		
7	Pipe Segment Ref.		X
8	Date	X	
9	Time		
10	Street	X	
10a	City	X	
11	Location Details		
12	Upstream MH No.	X	
13	Upstream MH Rim to Invert		X
14	Upstream MH Grade to Invert		X
15	Upstream MH Rim to Grade		X
16	Downstream MH No.	X	
17	Downstream MH Rim to Invert		X
18	Downstream MH Grade to Invert		X
19	Downstream MH Rim to Grade		X
20	Sewer Use	X	
21	Direction	X	
22	Flow Control		
23	Height	X	
24	Width	X	
25	Shape	X	
26	Material	X	
27	Lining Method		
28	Pipe Joint Length		X
29	Total Length		X
30	Length Surveyed		X
31	Year Laid		
32	Year Renewed		
33	Media Label		
34	Purpose		
35	Sewer Category		
36	Pre-Cleaning	X	
36a	Date Cleaned	X	
37	Weather		
38	Location		
39	Additional Info.		
40	W/O #		
41	Project		
42	Pressure V		

## UNIT PRICING SHEET

### SANITARY SEWER CCTV CONDITION SURVEY BID SHEET

WORK TYPE	PIPE SIZE	ESTIMATED FOOTAGE	PRICE PER FOOT	TOTAL PRICE
INSPECTION	6" TO 12"	350,948	\$0.80	\$280,758.40
INSPECTION	13" TO 24"	43,760	\$0.85	\$37,196.00
INSPECTION	25" TO 30"	6,574	\$1.05	\$6,902.70
INSPECTION	Over 30"	1,284	\$1.20	\$1,200.00
Total Bid				\$326,057.10
20% ANNUAL COST NOT TO EXCEED (multiply Total Bid by 20%)				\$65,211.42

### STORM SEWER CCTV CONDITION SURVEY BID SHEET

WORK TYPE	PIPE SIZE	ESTIMATED FOOTAGE	PRICE PER FOOT	TOTAL PRICE
INSPECTION	6" TO 12"	197,951	\$0.85	\$168,258.35
INSPECTION	13" TO 24"	146,527	\$0.85	\$124,547.95
INSPECTION	25" TO 30"	24,186	\$0.90	\$21,767.40
INSPECTION	Over 30"	29,763	\$0.90	\$26,786.70
Total Bid				\$341,360.40
20% ANNUAL COST NOT TO EXCEED (multiply Total Bid by 20%)				\$68,272.08