

DATE SUBMITTED 9/10/25  
 SUBMITTED BY PUBLIC SERVICES  
 DATE ACTION REQUIRED 9/17/25

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION:		
	1. Accept Proposal from DownStream for the Manhole and Gravity Sewer Collection System CCTV Inspection and Inventory (RFP 2025-08), and authorize the City Manager to sign a Contract with Downstream Services, Inc.		
	DEPARTMENT INVOLVED: PUBLIC SERVICES		
	BACKGROUND/SUMMARY:		
	See attached document		
FISCAL IMPACT:	FINANCE INITIALS	\$272,603.00	<u>JMS</u>
		Account: 54-853-5210 (CIP)	
STAFF RECOMMENDATION:	DEPT. INITIALS	It is the department's recommendation to award the project to Downstream Services Inc.	<u>Jmg</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS	<i>approve not to exceed \$ 272,603.00 plus 2.5% contingency</i>	<u>JH</u>
MOTION:			
SECONDED:	APPROVED ( )	REJECTED ( )	
AYES:	DISAPPROVED ( )	DEFERRED ( )	
NAYES:			
ABSENT:	REFERRED TO:		



September 17, 2025

Dear Honorable Councilmembers:

**Requested Action:**

1. Accept Proposal from DownStream for the Manhole and Gravity Sewer Collection System CCTV Inspection and Inventory, and authorize the City Manager to sign a Contract with Downstream Services, Inc.

**Background:**

On June 4, 2025, the City Council authorized staff to request proposals to perform a manhole inspection and a closed-circuit television (CCTV) video inspection of 12.0 miles of the city's gravity sewer mains in the older parts of the city. The Contractor will temporarily plug the sewer pipes for the inspection. The Contractor will provide the full range of services, including video inspection of sewer and manholes, and will provide a report describing the condition of the City's sewer facilities. The contractor will report the size and material type of the pipes in each manhole and provide measurements (in feet to the nearest hundredth) from the top of the manhole to each invert. There are approximately 1,700 sewer manholes to be inspected.

The city received eight cost proposals:

#	Company	Total Proposed Cost
1	<b>DownStream</b>	<b>\$ 272,603.00</b>
2	Pipe Tec	\$ 316,330.00
3	National Plant Services	\$ 353,686.00
4	360 Pipes	\$ 439,340.00
5	Matucci	\$ 454,865.00
6	B&D Construction, Inc.	\$ 597,935.00
7	Murgreen Environmental	\$ 627,850.00
8	Nicklaus Engineering, Inc.	\$ 1,763,229.00

Staff reviewed DownStream Service's proposal to ensure it met all of the City's goals. DownStream's inspection approach aligns with the city's goals and NASSCO standards - including PACP and MACP protocols.

Key strengths of the DownStream proposal include:

- Use of NASSCO-certified personnel with current PACP/MACP/LACP credentials
- Inspection procedures and deliverables structured around NASSCO guidelines
- Use of WinCanx software
  - WinCan is a NASSCO-certified Import and Export software. DownStream states they will use WinCanx, or the latest version.
- A clear QA/QC process to ensure data accuracy and reporting consistency
- The GIS sample file that was submitted provides a visual of all observations and can be classified and symbolized by type, grade, or recommended action. Video links are accessible in GIS and tied to individual feature records.

Public Services staff recommend awarding the project to DownStream in the amount of **\$272,603.00**, with a 25% contingency, to allow for additional pipeline and wet well inspections if deemed necessary. The CIP budget for this project is \$350,000.00

**Fiscal Impact:**

Funds to cover associated costs will be expended from enterprise funds. The project is in the FY 25-26 Capital Improvement Plan.

CIP Project No. 853, Wastewater Collection Survey - **\$350,000.00**

**Attachments:**

1. DownStream Services, Inc. Proposal
2. City of Imperial RFP (BID 2025-08)



GRIT. INTEGRITY. EXPERTISE. FAMILY.



Manhole and Gravity  
Sewer Collection  
System CCTV Video  
Inspection &  
Inventory  
Bid 2025-08

*Prepared for:*  
City of Imperial

DOWNSTREAMSERVICES.COM

*Prepared by:*  
Downstream Services, Inc.  
2855 Progress Place  
Escondido, CA 92029



August 20, 2025

City of Imperial  
Attn: Jenell Guerrero  
420 S. Imperial Ave  
Imperial, CA 92251  
E-mail [jguerrero@imperial.ca.gov](mailto:jguerrero@imperial.ca.gov)



**Subject: Manhole and Gravity Sewer Collection System CCTV Video Inspection & Inventory**

Downstream Services, Inc. is pleased to submit our bid for the above referenced project. We are a California certified small business enterprise (30938) and are fully committed to providing personnel, "state-of-the-art" equipment, and all resources necessary to successfully complete this project within budget and time constraints. Downstream Services, Inc. will perform the work in accordance with the Highest Industry Standards while remaining in compliance with all Federal, State and the City's regulations and ordinances.



Downstream Services, Inc. has read and will comply with all terms and conditions of the bid documents and include all project-specific references requested. We hereby acknowledge receipt of Addendum/Addenda #1, 2, 3, 4 of the bid.

The only persons, companies, and/or parties interested in this bid submittal as Shareholders of the Corporation and authorized to sign the proposal and/or negotiate for Downstream Services, Inc. are as follows:

**Loren V. Wynne – President**  
(760) 746-2544 | (760) 814-9648  
[LorenW@downstreamservices.com](mailto:LorenW@downstreamservices.com)

**Clark A. Roberts – Vice President**  
(760) 746-2544 | (760) 692-2894  
[ClarkR@downstreamservices.com](mailto:ClarkR@downstreamservices.com)



The bid will remain valid for a period of up to 90 days from August 20, 2025. Downstream Services, Inc. looks forward to working for the City of Imperial. Please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Loren Wynne".

Loren Wynne – President  
Downstream Services, Inc.  
2855 Progress Place, Escondido, CA 92029  
Phone: (760) 746-2544 | (800) 262-0999  
Fax: (760) 746-2667  
[www.downstreamservices.com](http://www.downstreamservices.com)





CORPORATE RESOLUTION  
OF  
DOWNSTREAM SERVICES, INC.

We, the undersigned, being all the Directors and Shareholders of Downstream Services, Inc., organized and existing under the laws of California, and having its principal place of business at 2855 Progress Place, Escondido, California 92029 (the "Corporation"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Directors and Shareholders of the Corporation duly held and convened on January 1, 2024, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

Therefore, it is resolved:

To remove Wilma Roberts and appoint Loren Wynne (formerly Roberts) as President, Chief Executive Officer, Chief Financial Officer, and Secretary, and authorized signatory to the Corporation.

To remove Victor Roberts and appoint Clark Roberts as Vice President, and additional signatory to the Corporation.

To appoint Wilma Roberts as Director.

To appoint Victor Roberts as Director.

By affirmative votes noted as signatures below, a majority vote of the Members of Downstream Services, Inc. with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

**DIRECTORS**

Wilma Roberts, Director

1/1/2024

Date

Victor Roberts, Director

1/1/2024

Date

**SHAREHOLDERS**

Loren Wynne, President

1/1/2024

Date

Clark Roberts, Vice President

1/1/2024

Date



CORPORATE RESOLUTION  
OF  
DOWNSTREAM SERVICES, INC.



[CORPORATE SEAL]

CERTIFICATE OF SECRETARY

The Secretary of the Corporation hereby certifies that he/she is the duly elected and qualified Secretary of Downstream Services, Inc. and certifies that the above is a true and correct record of the resolution that was duly adopted by the Directors and Shareholders of the Corporation on January 01, 2024.

A handwritten signature in blue ink, appearing to read "Loren Wynne", is written over a horizontal line.

Loren Wynne, Secretary



**CITY OF IMPERIAL**  
**MANHOLE AND GRAVITY SEWER COLLECTION**  
**SYSTEM CCTV INSPECTION AND INVENTORY**

**BID-2025-08**

**ADDENDUM NO. 1**

**7/15/2025**

**NOTICE TO ALL POTENTIAL BIDDERS**

The Bid Documents and Specifications are modified as set forth in this addendum. The original Bid Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents and Specifications. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal. **Include a copy of this addendum with your Bid Proposal Package.**

Bidders are advised that the contract documents and specifications for the above-referenced contract are hereby amended in the following manner and the following manner only.

**Note 1: NON-MANDATORY PREPROPOSAL MEETING**

The preproposal meeting scheduled for July 30, 2025, at 10:00 a.m. will be held online. The meeting link is:

City of Imperial is inviting you to a scheduled Zoom meeting.

Topic: Preproposal Meeting for the Sewer CCTV Inspection Project

Time: Jul 30, 2025 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/83167355305?pwd=TqRt7lR8nDLLaJuRcfBs99a1kzYjo4.1>

Meeting ID: 831 6735 5305

Passcode: 628250

Date: 7/15/25

David Dale, PE, PLS  
 Public Services Director

**The general contractor is responsible for advising any and all subcontractors of this change. Each bidder must acknowledge receipt of this addendum. This Addendum must be attached to the bidder's proposal.**

**Acknowledgement and Acceptance of Addendum No. 1**

License No. 807953

Print or Type Company Name: Downstream Services, Inc.

Print or Type Authorized Name: Loren Wynne

Authorized Signature of Contractor:

Date Signed: 08/20/2025



**CITY OF IMPERIAL**  
**MANHOLE AND GRAVITY SEWER COLLECTION**  
**SYSTEM CCTV INSPECTION AND INVENTORY**

**BID-2025-08**

**ADDENDUM NO. 2**

Five (5) Pages, Not Including Attachments  
**7/31/2025**

**NOTICE TO ALL POTENTIAL BIDDERS**

The Bid Documents and Specifications are modified as set forth in this addendum. The original Bid Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents and Specifications. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal. **Include a copy of this addendum (NOT INCLUDING ATTACHMENTS) with your Bid Proposal Package.**

Bidders are advised that the contract documents and specifications for the above-referenced contract are hereby amended in the following manner and the following manner only.

**QUESTIONS:**

The following questions have been received. Responses to the questions follow in the notes below.

1. What is the City's enterprise GIS system, and will the City make the enterprise GIS available to the contractor? Which GIS platforms and data formats are compatible with the City's GIS system?
2. What is the expected flow condition? Who will be responsible for the management of flow control?
3. Will the working hours remain consistent throughout the project? Additionally, would night shifts be allowed on certain occasions if needed?
4. If a worker role isn't listed in the applicable prevailing wage determination, how will the worker be classified as?
5. If the contractor is tasked with cleaning of sewer mains and manholes, will this extend the overall project schedule? If so, how much will the project schedule extend?
6. If an inspection is hindered by O&M materials i.e roots, grease, debris, objects. For example, 25% of the pipe, is left not inspected. Does the city plan to re-clean and re-inspect the line to attain that 25%? If so, will the city be compensating the contractor for the initial inspected footage in total, based on the number of feet inspected ? As well as compensation for any follow up inspections required to complete any inspections hindered by O&M.
7. Manhole Cleaning – Being an old system. Cleaning can further damage corroded manholes. How does the city plan to approach these. Set aside for inspection only, separate lining project.
8. Does the treatment plant have room for disposal of solid material removed during cleaning.
9. If the contract is shifting to have Cleaning as part of it, does the city have the budget for that additional cost? Because the engineer estimate did not include that.

10. Page 25. Will the language of the contract be revised. 1. (Allowable Depth of Flow ) – The statement “whichever is smaller”, would mean almost all inspections might require plugging/bypassing when the water level is at 0.4in, that’s between ¼ and ½ inches. Is the city open to changing this language to be more flexible?
11. In older areas that have not been under maintenance for longer periods of time. H2s really creates an issue with MH corrosion causing the lid to become almost welded together, and impossible to open without a crane or other heavy tooling. Therefore, we ask/request that all of the Manholes be pre opened prior to contractor work starting.

Our concern is related to the following. If we have to skip sections of line, due to inaccessibility, it causes the issue of returning  
To lines / sections above prior cleaned sections, potentially leading to debris being flushed down into prior cleaned sections.

**Note 1: COMPLETION DATE**

The project will include **235 calendar days** from the start date in the Notice to Proceed to completion. The estimated start date is October 7, 2025, and the new estimated completion date is **May 28, 2026. The final completion date will depend on the actual start date in the Notice to Proceed.** Additional calendar days will be granted should there be any delays not caused by the contractor, such as inclement weather.

**Note 2: DEPTH OF FLOW**

Revised G. 1. “Allowable Depth of Flow” on page 25 to the following:

When performing CCTV inspection, the flow depth **shall not exceed 25%** (per NASSCO) of the pipe diameter or the depth where the camera is not submerged, whichever is smaller, as measured in the manhole. Sewer service shall not be disrupted, and sewer spills due to the contractor’s activities are unacceptable. While the city does not have diurnal flow information, city sewer mains that are 8 inches in diameter are mostly for residential use. The sewer mains that are 10 inches in diameter and above are considered sewer interceptors, main trunk lines that convey higher flows. The larger the diameter, the higher the potential flow. The city will coordinate with the contractor to temporarily deenergize sewer pump stations to assist the contractor whenever possible. The 21 and 24-inch diameter sewer interceptors running to the wastewater treatment plant are fed completely with sewer pump stations that can be temporarily shut down to eliminate flows.

**Note 3: CLEANING OF SEWER MAINS PRIOR TO CCTV INSPECTION**

The cleaning of the sewer mains shall be the responsibility of the contractor. The contractor will be responsible for an effort of two full passes in the pipe. If the pipe requires additional passes to be adequately clean enough for inspection, the contractor will notify the city. At the city’s discretion, the city will continue the cleaning effort until it is adequately clean. If the city does not have the resources to clean the pipe, the contractor will be compensated for the additional work to complete additional passes.

**Note 4: CLEANING OF SEWER MANHOLES PRIOR TO INSPECTION**

The contractor is responsible for cleaning the sewer manholes. However, some manholes could deteriorate further or fail completely if cleaned using pressurized water. Should the contractor consider that cleaning the manhole could have deleterious effects, he shall notify the city for a final determination. If the city determines that the manhole should be pressure-cleaned and there are negative effects due to the cleaning, the city shall be responsible for the manhole repairs.

The contractor will be responsible for opening the manhole lids. Should a manhole lid be frozen, the contractor will immediately contact the city. City staff will respond within an hour and free the manhole lid. Any delays due to legitimately frozen manhole lids will be considered extra work and paid for on a time and material basis. It is the city staff's experience that the manhole lids in the older part of the city open freely. Many of the manhole lids in the older part of the city have been opened recently. There have been some frozen manhole lids in the new parts of the city.

The city will be responsible for repairing/replacing any sewer manhole lids/risers that are damaged or become damaged by opening them.

**Note 5: MEASUREMENT FOR LOCATION OF DEFECTS**

**Remove** the following paragraph from page 22:

“The importance of accurate distance measurement is emphasized. Measurement for location of defects shall be made by means of a camera-mounted transmitter and an above-ground receiver. Marking on the cable, which requires interpolation for depth of the manhole, will not be permitted.”

**Note 6: AUDIO**

The audio portion of the inspection report, as described in the specifications, shall not be necessary.

**Note 7: LEVEL OF INSPECTION**

A modified Level 1 inspection shall be required. The depth of the manholes, from the manhole rim to each sewer pipe invert in the manhole, shall be measured and noted. The diameter size and material type of each sewer pipeline shall be measured and noted.

**Note 8: WASTE DISPOSAL**

The city will accept up to 2,000 gallons of waste per day generated from cleaning the city's sewer collection system at no cost to the contractor. The contractor will deliver the waste to a designated location within the city's wastewater treatment plant, which is located at 701 West 14<sup>th</sup> Street, Imperial, CA 92251.

**Note 9: POTABLE WATER**

The city will supply the contractor with construction water at no charge. However, the contractor must always use the city's water meter so the city can track the water use.

**Note 10: GIS**

The city uses Esri's ArcGIS. All GIS data shall be compatible with the ArcGIS. The city will provide the sewer lines and manhole data that it has in an export to the contractor.

The following GIS platforms and data formats are compatible with the city's GIS system:

1. File geodatabase (.gdb)
2. GeoPackage (.gpkg)
  - a. There are no shapefiles as they will truncate the hyperlinks. If the inspection software only allows exporting shapefiles, the contractor may export the shapefiles, then convert them to a .gdb file, then update the hyperlinks, make final edits, and submit to the city in a file geodatabase.

**Note 11: PREVAILING WAGES**

It shall be the contractor's responsibility to determine the applicable prevailing wage determination. The city will contract with a labor compliance consulting services firm to verify that the current applicable wage determinations are being used.

**Note 12: NIGHT AND WEEKEND WORK**

Night and weekend work may be acceptable if the contractor requests it in writing and the city approves it in writing. The contractor must give the city 48 hours' notice with the request. Attention is directed to item 15 on page 40 regarding the provisions of the California Labor Code regarding Prevailing Wages. Night and weekend work may have cost implications for prevailing wages.

**Note 13: PIPE AND MANHOLE RECOMMENDATIONS**

Defect Grading (1-5): Each identified defect (structural or operational & maintenance) will be assigned a condition grade from 1 to 5, with 1 being the least severe and 5 being the most severe.

**Grade 5:** (Most Significant): Defects requiring immediate attention, such as deformed/collapsed pipes, gushing infiltration, or significant root intrusion.

**Grade 4:** (Significant): Severe defects likely to worsen to a Grade 5 in the near future, e.g., broken pipes, running infiltration, or large root balls.

**Grade 3:** (Moderate): Moderate defects that will continue to deteriorate, such as multiple cracks, dripping infiltration, or medium root growth.

**Grade 2:** (Minor to Moderate): Defects that haven't yet begun to deteriorate significantly, e.g., longitudinal cracks, weeping infiltration, or tap roots.

**Grade 1:** (Minor): Minor defects with little impact on the pipe's function, like circumferential cracks or fine roots.

*\*\*This portion intentionally left blank \*\**

**Note 14: MAPS**

1. The latest Sanitary Sewer Master Plan for the City of Imperial, dated 06/01/2008, is attached to this addendum. The sewer collection system has been expanded since 2008, but the changes are not mapped. One of the purposes of this project is to provide the city with an accurate map of its sewer collection system and use it to complete a new sewer master plan. The city will assist the contractor in ensuring that all manholes in the city's system are located so they can be inspected.
2. This addendum also includes a map entitled "GRAVITY SEWER PIPELINE INSPECTIONS AREA" showing where the gravity sewer mains shall be inspected by CCTV.

**Note 15: EXHIBIT C – PRICE PROPOSAL FORM (ADDENDUM #2)**

Replace page 46 with the attached new Exhibit C – Price Proposal Form, dated 7/30/25. Use this form for the proposal.



Date: 7/31/25

David Dale, PE. PLS  
Public Services Director

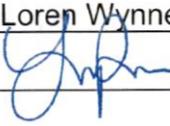
**The general contractor is responsible for advising any and all subcontractors of this change. Each bidder must acknowledge receipt of this addendum. This Addendum must be attached to the bidder's proposal.**

**Acknowledgement and Acceptance of Addendum No. 2**

License No. 807953

Print or Type Company Name: Downstream Services, Inc.

Print or Type Authorized Name: Loren Wynne

Authorized Signature of Contractor: 

Date Signed: 08/20/2025



**CITY OF IMPERIAL**  
**MANHOLE AND GRAVITY SEWER COLLECTION**  
**SYSTEM CCTV INSPECTION AND INVENTORY**

**BID-2025-08**

**ADDENDUM NO. 3**

Four (4) Pages, Not Including Attachments

8/6/2025

**NOTICE TO ALL POTENTIAL BIDDERS**

The Bid Documents and Specifications are modified as set forth in this addendum. The original Bid Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents and Specifications. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal. **Include a copy of this addendum (NOT INCLUDING ATTACHMENTS) with your Bid Proposal Package.**

Bidders are advised that the contract documents and specifications for the above-referenced contract are hereby amended in the following manner and the following manner only.

**QUESTIONS:**

The following questions have been received. Responses to the questions follow in the notes below.

- 1. If the contractor is able to perform the inspection of sewer pipes under flow does it have to plug the pipes for inspection? Example if sewer mains flows are less than 20% of the overall pipe diameter, would this qualify for plugging or no?**

*No, the sewer pipes with flows less than 25% of the overall pipe diameter do not have to be plugged.*

- 2. Based on City knowledge, what is the expected need to plug sewer lines for CCTV inspections?**

*Plugging will be required if the flow volume is higher than 25% of the pipe diameter (to complete a thorough inspection of sewer mains). However, much of the inspection area is residential, so plugging likely won't be necessary to complete most inspections. The city will assist the contractor by temporarily shutting down sewer pump stations (if applicable) to reduce or eliminate sewer flows to accommodate the inspections. The locations of the sewer pumping stations are shown in the "Sanitary Sewer Master Plan", provided in Addendum #2. Sewer pump stations control the flow in the 21-inch and 24-inch diameter gravity sewer pipes to be inspected, so it is not anticipated that plugging will be required in these pipes.*

- 3. Is the Contractor required to plug the sewer pipes prior to performing manhole inspections?**

*No, the sewer pipes do not need to be plugged for the manhole inspections.*

4. **Of the 12 miles of sewer main inspections, can the City provide maps confirming the pipe sizes, materials, layout and total length by pipe size and manhole locations?**

*The maps provided in Addendum #2 show the pipe sizes and layout of the sewer collection system in 2008. This is the latest map that the city has. The sewer main inspections will be completed only within the boundary as shown in the "GRAVITY SEWER PIPELINE INSPECTION AREA", not the entire sewer collection system. The material composition of the pipes is unknown, but most are in the older part of the city and are likely to be made of clay. Some sewer line replacements have been done in this area using SDR 35 PVC. One of the purposes of the project is to determine the material composition and verify the diameter of the pipes. The price proposal sheet indicates the estimated linear feet of inspection of different-sized pipes.*

*Additional developments have occurred since the 2008 map was created. The contractor will be responsible for inspecting all sewer manholes, even those not shown on the map. The city will assist the contractor in locating them.*

5. **What percentage of sewer mains and manholes to be inspected are located within residential areas?**

*Attached to this Addendum is a zoning map for the proposer's convenience.*

6. **What percentage of sewer mains and manholes to be inspected are located within Caltrans Right-of-Ways?**

*There are no sewer mains or manholes located within Caltrans rights-of-way.*

7. **What percentage of sewer mains and manholes to be inspected are located within 25 ft. of railroad tracks?**

*There are no known sewer manholes within 25 feet of the railroad tracks. One 12-inch-diameter sewer main runs perpendicular to and beneath the tracks, which is within the gravity sewer main inspection area on Barioni Blvd.*

8. **Section 3, I. A Sample Geographic Information System (GIS) compatible file asks for the contractor to "Include a sample GIS file that includes the location of sewer mains, laterals and connections encountered, the location of any breaks, obstructions, offsets, high points, sags, or other major defects".**

- a. **Is the City expecting shape files, or an entire geodatabase?**

*The City expects final data delivery in a file geodatabase format (.gdb), as shapefiles have limitations (e.g., field length, no hyperlink support). Contractors should use export methods from their inspection software that retain hyperlink integrity. Post-processing in ArcGIS Pro or equivalent is acceptable to meet these requirements.*

- b. **It will be very difficult to provide a GIS file with linked photos/videos as an example as the links to the photos/videos could be broken in the data exchange. How does the city expect this data to be exchanged as part of the bid submittal?**

*The sample file should demonstrate how media links are structured, even if the actual media files are not included. Broken links are acceptable in the bid submittal as long as the hyperlink fields are present and formatted correctly. This shows the contractor understands how to structure deliverables per City requirements.*

- c. **Can the City provide a shape file for the contractor to use to provide this example, or is the contractor expected to provide data from another municipality?**

*The contractor should submit a representative sample from previous work. The sample should exclude any personal or sensitive information and can be a limited subset.*

*If the contractor does not have a previous project example that meets this requirement, they may create a sample file geodatabase using dummy data. The purpose is to evaluate the contractor's ability to structure and deliver GIS-compatible inspection data that aligns with the requirements outlined in the RFP.*

9. **Can the City please confirm that they will be providing the GIS files containing all the pipe segments and manholes within this scope of work to the awarded contractor?**

*The City will provide a zipped file geodatabase containing existing manhole and sewer line data. As stated in the RFP, the contractor is responsible for identifying and documenting any missing manholes, sewer lines, and laterals discovered during inspection. These features must be added to the file geodatabase and clearly marked (e.g., using a coded value such as "Added" to a status field or other appropriate field) to indicate they were newly identified.*

10. **Can the City please confirm the awarded contractor will not be responsible for creating the layers for the pipe segments and manholes?**

*The awarded contractor will not be responsible for creating new base GIS layers. The City will provide existing manhole and sewer line layers in a file geodatabase. The contractor is responsible for updating these layers as part of the inventory scope, by identifying and adding any features that are missing or discovered during inspection. This updated data will support the City's goal of completing a comprehensive sewer master plan.*

11. **Is the contractor required to provide a layer that shows the location of every defect on the GIS map?**

*Yes. As part of the final deliverables, the contractor is required to submit a GIS point layer showing the location and attributes of each observed defect. This layer should follow the SewerLineObservation schema provided in the RFP and reflect all defects and lateral locations identified during inspection.*

12. **Since GIS data cannot be retrieved from the CCTV equipment underground, to get accurate GIS information, the contractor would need to locate the CCTV equipment on the surface and retrieve the GIS data topside. If the City is expecting GIS data for every defect, this process would need to be repeated for every defect. Is this what the city is expecting from the awarded contractor?**

*The City does not expect the contractor to surface-locate each defect. GIS locations for defects should be derived using standard linear referencing practices. This includes properly resetting the CCTV footage counter at the start of each inspection, recording the distance to each defect or lateral location (observation), and digitizing a corresponding point in GIS along the pipe segment.*

**13. Google earth shows a residential house at 701 West 14<sup>th</sup> Street, Imperial, CA 92251. Please reconfirm the location of the City's wastewater treatment plant?**

*The address of the city's wastewater treatment plant is 701 E. 14th Street, Imperial, CA 92251.*

**14. Does the City have room at the Sewer Treatment Plant for a contractor laydown area to store equipment (CCTV Van, Jett/Vac Truck) in a secure environment?**

*Yes, equipment can be stored on the north side of the wastewater plant. Access/entry to the wastewater treatment plant will be established after the construction agreement is executed and the notice to proceed has been issued.*



Date: 8/6/25

David Dale, PE. PLS  
Public Services Director

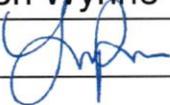
**The general contractor is responsible for advising any and all subcontractors of this change. Each bidder must acknowledge receipt of this addendum. This Addendum must be attached to the bidder's proposal.**

**Acknowledgement and Acceptance of Addendum No. 3**

License No. 807953

Print or Type Company Name: Downstream Services Inc.

Print or Type Authorized Name: Loren Wynne

Authorized Signature of Contractor: 

Date Signed: 08/20/2025



CITY OF IMPERIAL  
MANHOLE AND GRAVITY SEWER COLLECTION  
SYSTEM CCTV INSPECTION AND INVENTORY

BID-2025-08

**ADDENDUM NO. 4**

One (1) Page, Not Including Attachments  
8/12/2025

**NOTICE TO ALL POTENTIAL BIDDERS**  
The Bid Documents and Specifications are modified as set forth in this addendum. The original Bid Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the Bid Documents and Specifications. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal. **Include a copy of this addendum (NOT INCLUDING ATTACHMENTS) with your Bid Proposal Package.**

Bidders are advised that the contract documents and specifications for the above-referenced contract are hereby amended in the following manner and the following manner only.

**NOTE 1 – PROPOSAL DUE DATE EXTENSION**

The proposal response is **now due on Wednesday, August 20, 2025, at 3:00 p.m. local time**, at 420 S. Imperial Avenue, Imperial, CA 92251. *Proposals that are received before the new due date will be held unopened until the opening date and time.*

Proposals will be opened on August 20, 2025, at 3:05 p.m. and read aloud at said location.

**NOTE 2 – ADDENDUM NO. 4 SUBMITTAL**

If bidders have already sent out proposals, please ensure that Addendum No. 4 is sent in a separate, sealed envelope and clearly marked to be attached to your original proposal upon receipt. Please note that Addendum No. 4 must be received by the overall proposal deadline date and time in order to be considered.

Date: 8/12/25

David Dale, PE. PLS  
Public Services Director

**The general contractor is responsible for advising any and all subcontractors of this change. Each bidder must acknowledge receipt of this addendum. This Addendum must be attached to the bidder’s proposal.**

**Acknowledgement and Acceptance of Addendum No. 4**

License No. 807953  
Print or Type Company Name: Downstream Services Inc.  
Print or Type Authorized Name: Loren Wynne  
Authorized Signature of Contractor:   
Date Signed: 08/20/2025

# F. Proposed Pricing

## EXHIBIT C - PRICE PROPOSAL FORM (ADDENDUM #2)

7/30/25

2025 CITY OF IMPERIAL SEWER SYSTEM CCTV VIDEO INSPECTION AND CLEANING PROJECT  
BID NUMBER 2025-08

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Estimated Item Price
1	Cleaning and CCTV inspection of designated 8-inch gravity sewer mains, including traffic control	LF	56,000	\$ 2.36	\$ 132,160.00
2	Cleaning and CCTV inspection of designated 12-inch gravity sewer mains, including traffic control	LF	1,500	\$ 2.76	\$ 4,140.00
3	Cleaning and CCTV inspection of designated 21-inch gravity sewer mains, including traffic control	LF	3,800	\$ 2.78	\$ 10,564.00
4	Cleaning and CCTV inspection of designated 24-inch gravity sewer mains, including traffic control	LF	3,800	\$ 2.78	\$ 10,564.00
6	Cleaning and inspection of all the City's manholes (all sizes and types), including traffic control	EA	1,700	\$ 67.75	\$ 115,175.00

**Total Amount for All Items in Numerals (Assuming Stated Unit Quantities):** \$ 272,603.00

**Total Amount for All Items in Words (Assuming Stated Unit Quantities):** \_\_\_\_\_

Two hundred seventy-two thousand six hundred three dollars and zero cents

**Note: The Unit Quantities set forth above are best estimates; the actual Unit Quantities may differ. Payment will be based on the Unit Prices for actual linear feet of sewer mains inspected and the actual number of manholes inspected.**

**CONTRACTOR shall notify and obtain approval of CITY prior to performing Services with respect to any Item in excess of the estimated Unit Quantity for such Item. Upon receipt of written authorization from CITY's City Manager or his or her designee, CONTRACTOR agrees to provide Services at the Unit Prices set forth above with respect to up to one hundred twenty percent (120%) of the Unit Quantity set forth above for any Item.**

## G. References, Related Experience, and Examples of Work

### References

Project Name	Bid Pck 7 Manhole Inspections
Owner (Name, Address, Email, Phone)	Jurupa Community Services District 11202 Harrel St., Mira Loma, CA 91752 Ashish Marwah <a href="mailto:amarwah@jcsd.us">amarwah@jcsd.us</a> 951-685-7474
Prime Contractor (Name Address, Email, Phone)	Downstream Services, Inc.
Architect or Engineer	N/A
Project and/or Construction Manager	N/A
Scope of Work Performed	Inspection of approximately 3,693 Manholes
Initial Contract Price	\$535,601.00
Final Contract Price	\$535,601.00
Original Scheduled Completion Date	04/2023
Actual Completion Date	06/2023
Time Extensions Granted	N/A
Number of Stop Notices or Mechanics Liens Filed	N/A
Amount of Liquidated Damages Assessed	N/A
Nature and Resolution of Project Related Claims, Lawsuits, Mediation, or Arbitration Involving Bidder	N/A

Project Name	City of Poway MACP Inspections
Owner (Name, Address, Email, Phone)	Hoch Consulting 804 Pier View Way Suite #100 Oceanside, CA 92054 Stuart Kuhn <a href="mailto:skuhn@hochconsulting.com">skuhn@hochconsulting.com</a> 951-664-0614
Prime Contractor (Name Address, Email, Phone)	Downstream Services, Inc.
Architect or Engineer	N/A
Project and/or Construction Manager	N/A
Scope of Work Performed	Includes performing 360-degree Level 2 MACP CCTV inspections of 130 manholes as per the list provided by the client for the City of Poway
Initial Contract Price	\$49,816.00
Final Contract Price	\$49,816.00
Original Scheduled Completion Date	05/2025
Actual Completion Date	03/2025
Time Extensions Granted	N/A
Number of Stop Notices or Mechanics Liens Filed	N/A
Amount of Liquidated Damages Assessed	N/A
Nature and Resolution of Project Related Claims, Lawsuits, Mediation, or Arbitration Involving Bidder	N/A

<b>Project Name</b>	<b>Glendale CCTV and Cleaning – Phase 1</b>
Owner (Name, Address, Email, Phone)	City of Glendale Roy Rodriguez 541 West Chevy Chase Drive Glendale, CA 91204 818-550-3413
Prime Contractor	Downstream Services, Inc.
Architect or Engineer	N/A
Project and/or Construction Manager	N/A
Scope of Work Performed	Cleaning and CCTV of approximately 500,000 LF of sewer lines. All inspections conducted per NASSCO PACP and MACP standards.
Initial Contract Price	\$1,157,246.00
Final Contract Price	\$1,151,564.18
Original Scheduled Completion Date	12/2022
Actual Completion Date	11/2022
Time Extensions Granted	N/A
Number of Stop Notices or Mechanics Liens Filed	N/A
Amount of Liquidated Damages Assessed	N/A
Nature and Resolution of Project Related Claims, Lawsuits, Mediation, or Arbitration Involving Bidder	N/A

<b>Project Name</b>	<b>Glendale CCTV and Cleaning – Phase 2</b>
Owner (Name, Address, Email, Phone)	City of Glendale Roy Rodriguez 541 West Chevy Chase Drive Glendale, CA 91204 818-550-3413
Prime Contractor	Downstream Services, Inc.
Architect or Engineer	N/A
Project and/or Construction Manager	N/A
Scope of Work Performed	Phase 2 of the City of Glendale cleaning and CCTV of approximately 871, 681 LF of sewer lines. All inspections conducted per NASSCO PACP and MACP standards.
Initial Contract Price	\$2,768,975.00
Final Contract Price	\$2,916,267.35
Original Scheduled Completion Date	06/2025
Actual Completion Date	06/2025
Time Extensions Granted	N/A
Number of Stop Notices or Mechanics Liens Filed	N/A
Amount of Liquidated Damages Assessed	N/A
Nature and Resolution of Project Related Claims, Lawsuits, Mediation, or Arbitration Involving Bidder	N/A

<b>Project Name</b>	<b>As Needed EPM CCTV YR 23/24</b>
Owner (Name, Address, Email, Phone)	City of San Diego 202 C St. San Diego, CA 92101 Christina Paddack 619-633-8892
Prime Contractor	Downstream Services, Inc.
Architect or Engineer	N/A
Project and/or Construction Manager	N/A
Scope of Work Performed	Multi-year contract to complete CCTV inspection of approximately 80 miles of sewer line. All CCTV inspections conducted per NASSCO PACP standards
Initial Contract Price	\$510,469.66
Final Contract Price	\$510,469.66
Original Scheduled Completion Date	10/2024
Actual Completion Date	10/2024
Time Extensions Granted	N/A
Number of Stop Notices or Mechanics Liens Filed	N/A
Amount of Liquidated Damages Assessed	N/A
Nature and Resolution of Project Related Claims, Lawsuits, Mediation, or Arbitration Involving Bidder	N/A

<b>Project Name</b>	<b>Storm Drain Pipe and Facility Inspection Services</b>
Owner (Name, Address, Email, Phone)	County of Orange Kris Ruiz 2301 N. Glassell St., Orange, CA 92865 kris.riuz@ocpw.ocgov.com 714-955-0346
Prime Contractor	Downstream Services, Inc.
Architect or Engineer	N/A
Project and/or Construction Manager	N/A
Scope of Work Performed	Provide services required for complete cleaning and on-call physical and/or CCTV storm drain, pipe and facility inspection services for existing and new storm drain. All inspection conducted per NASSCO-PACP standards.
Initial Contract Price	\$3,000,000.00
Final Contract Price	\$2,618,956.38
Original Scheduled Completion Date	01/2024
Actual Completion Date	01/2024
Time Extensions Granted	N/A
Number of Stop Notices or Mechanics Liens Filed	N/A
Amount of Liquidated Damages Assessed	N/A
Nature and Resolution of Project Related Claims, Lawsuits, Mediation, or Arbitration Involving Bidder	N/A

### H. A Sample Report & I. A Sample Video Picture Quality

Please use the following link or scan the QR Code to access our sample report and sample video picture quality:

[Sample Report/Video](#)

OR



### J. A Sample Geographic Information System (GIS) compatible file

Please use the following link or scan the QR Code to access our sample ArcGIS data:

[Sample ArcGIS data](#)

OR



GRIT. INTEGRITY. EXPERTISE. FAMILY.



2855 Progress Place  
Escondido CA 92029

Toll Free 800.262.0999  
Local 760.746.2544  
Fax 760.746.2667

[info@downstreamservices.com](mailto:info@downstreamservices.com)

[DOWNSTREAMSERVICES.COM](http://DOWNSTREAMSERVICES.COM)

**DownStream**  
Services, Inc.



## CITY OF IMPERIAL

# REQUEST FOR PROPOSALS

## 2025 CITY OF IMPERIAL MANHOLE AND GRAVITY SEWER COLLECTION SYSTEM CCTV VIDEO INSPECTION AND INVENTORY

Bid Number 2025-08

July 2025

Important Dates:

Non-Mandatory Pre-Proposal Meeting:	July 30, 2025, at 10:00 a.m.
Proposal Due Date:	August 13, 2025, at 3:00 p.m. P.S.T.
Award of Agreement:	September 3, 2025
Projected Start Date:	October 6, 2025
Projected Completion Date:	February 9, 2026

Contact:

David Dale, P.E., Public Services Director  
City of Imperial  
420 S. Imperial Ave  
Imperial, CA 92251  
(760) 355-3336  
[ddale@imperial.ca.us](mailto:ddale@imperial.ca.us)

## TABLE OF CONTENTS

<b>I.</b>	<b>INTRODUCTION.....</b>	<b>5</b>
	<b>A. Background.....</b>	<b>5</b>
	<b>B. Purpose of the Request. ....</b>	<b>5</b>
<b>II.</b>	<b>SCOPE OF SERVICES.....</b>	<b>5</b>
<b>III.</b>	<b>PROPOSAL FORMAT. ....</b>	<b>6</b>
	<b>A. Approach.....</b>	<b>6</b>
	<b>B. Description of Firm, Management and Team Members. ....</b>	<b>6</b>
	<b>C. Qualifications. ....</b>	<b>6</b>
	<b>D. Scope of Work .....</b>	<b>6</b>
	<b>E. Proposed Project Schedule. ....</b>	<b>6</b>
	<b>F. Proposed Pricing. ....</b>	<b>7</b>
	<b>G. References, Related Experience and Examples of Work.....</b>	<b>7</b>
	<b>H. A Sample Report .....</b>	<b>7</b>
	<b>H. A Sample Video Picture Quality .....</b>	<b>7</b>
<b>IV.</b>	<b>APPLICABLE LAWS AND PREVAILING WAGES.....</b>	<b>7</b>
	<b>A. Laws To Be Observed .....</b>	<b>7</b>
	<b>B. Prevailing Wages.....</b>	<b>8</b>
	<b>C. Licensing. ....</b>	<b>8</b>
<b>V.</b>	<b>SELECTION PROCESS.....</b>	<b>8</b>
	<b>A. Evaluation .....</b>	<b>8</b>
	<b>B. Selection Criteria.....</b>	<b>8</b>
	<b>C. Proposed Selection and Project Schedule. ....</b>	<b>10</b>
	<b>D. Award of Contract. ....</b>	<b>10</b>
<b>VI.</b>	<b>PROPOSAL DUE DATE AND DELIVERY .....</b>	<b>10</b>
<b>VII.</b>	<b>GENERAL CONDITIONS OF THE RFP. ....</b>	<b>10</b>
	<b>A. General Conditions. ....</b>	<b>11</b>
	<b>B. Liability of Costs and Responsibility.....</b>	<b>12</b>
	<b>C. Validity.....</b>	<b>12</b>
	<b>D. Standard Agreement Terms.....</b>	<b>12</b>
	<b>E. Permits. ....</b>	<b>12</b>
	<b>F. Licenses and Certificates. ....</b>	<b>13</b>

<b>G.</b>	<b>Oral and Written Explanations.....</b>	13
<b>H.</b>	<b>Proposer's Representative. ....</b>	13
<b>I.</b>	<b>Insurance.....</b>	13
<b>J.</b>	<b>Bonds. ....</b>	13
<b>J.</b>	<b>Spill Prevention and Clean Up.....</b>	14
<b>VIII.</b>	<b>Exhibits.....</b>	14
	<b>EXHIBIT A - SCOPE OF WORK .....</b>	15
<b>A.</b>	<b>General Procedures.....</b>	15
1.	Sewer Main Cleaning. ....	15
2.	Sewer Main Video Inspection. ....	16
3.	Manhole Inspection. ....	19
<b>B.</b>	<b>Traffic Control.....</b>	19
<b>C.</b>	<b>Order of Work.....</b>	20
<b>D.</b>	<b>Sewer Mains and Manholes to be Inspected.....</b>	20
<b>E.</b>	<b>Submittals. ....</b>	20
<b>F.</b>	<b>Safety. ....</b>	21
<b>G.</b>	<b>Experience.....</b>	21
<b>H.</b>	<b>Flow Control. ....</b>	21
1.	Allowable Depth of Flow.....	21
2.	Plugging or Blocking and Pumping. ....	21
3.	Flow Control Precautions.....	22
<b>I.</b>	<b>Measurement and Payment.....</b>	22
<b>J.</b>	<b>Contractor's CCTV Inspection Services Standard Operating Procedures. ....</b>	23
1.	CCTV Software.....	23
2.	City's Review of CCTV Submittals. ....	23
3.	Approval Guidelines. ....	24
4.	Videotaping Procedures and "STOP" Locations.....	24
5.	No Payment and Rejection for Partially Completed Work.....	25
<b>K.</b>	<b>Work Hours. ....</b>	25
<b>L.</b>	<b>Decrease/Increase in Service and Stop Work Due To Inclement Weather.....</b>	26
	<b>EXHIBIT B – SAMPLE CONTRACT.....</b>	27



## **I. INTRODUCTION.**

The City of Imperial ("City") is requesting Proposals from qualified firms ("Contractor" or "Proposer") to assist the City in its 2025 Manhole and Gravity Sewer Collection System CCTV Video Inspection ("Project").

### **A. Background.**

The City of Imperial, California (the "City", "Imperial") is located in the heart of most urbanized portions of Imperial County, California, between the cities of Brawley (to the North) and El Centro (to the South). Imperial was created by the Imperial Land Company and was named by George Chaffey. The city was plotted in 1902 for home and commercial businesses. Over the years, it became the location for the home of the Imperial Irrigation District (IID), the California Mid-Winter Fair, and the Imperial County Airport (IPL). The City of Imperial was incorporated on July 12, 1904. It is a General Law City that operates under a Council-Manager form of government. The City of Imperial is committed to promoting and providing for its citizens' and business community's safety, health, and welfare. The population of the City of Imperial, as of January 2024, is 22,141 (CA Department of Finance). Imperial is a full-service city and encompasses an area of 6.29 square miles.

The city supplies sanitary sewer services and maintains approximately 90 miles of gravity sewer lines that transport 1.5 million gallons daily to treatment facilities for its residents.

### **B. Purpose of the Request.**

The city desires to obtain the services of a Contractor to perform a manhole inspection and a closed-caption television (CCTV) video inspection of 12.0 miles of the city's gravity sewer mains in the older part of the city. The city will clean its gravity sewer lines before the inspection. The Contractor will temporarily plug the sewer pipes for the inspection. The Contractor will provide the full range of services, including video inspection of sewer and manholes, and will provide a report describing the condition of the City's sewer facilities. The contractor will report the size and material type of the pipes in each manhole and provide measurements (in feet to the nearest hundredth) from the top of the manhole to each invert. There are approximately 1,700 sewer manholes to be inspected.

## **II. SCOPE OF SERVICES.**

The attached Exhibit A contains a list of significant work tasks that should be accomplished as part of the scope of work. Proposers are asked to define the approach, scope of work, and methodology used to achieve the objectives presented in this RFP. Proposers should include a refined scope of work by developing a detailed description of all project tasks and any proposed changes, additions, or recommendations. The description of each project task should include a specification of the task itself, the methodology or analytical process, scheduling, personnel, and costs. If you have any questions, please contact: David Dale, Public Services Director at [ddale@imperial.ca.gov](mailto:ddale@imperial.ca.gov)

### **III. PROPOSAL FORMAT.**

All proposals shall include the following minimum information:

#### **A. Approach.**

A short discussion of the intended approach to the Project that demonstrates the proposer's understanding of the issues and tasks and the proposer's ability to address them.

#### **B. Description of Firm, Management, and Team Members.**

A description of the proposer, its proposed team, and a work plan identifying the personnel assigned to each task. The proposer's description should identify who will be the project manager and the day-to-day contact person for the job. The proposal must identify the legal name, address, telephone number, and primary contact for each business entity providing services for the Project. The proposal shall expressly indicate if it is a joint proposal by more than one business entity. If a proposer intends to subcontract any of the work for the Project, the proposal shall identify and describe the qualifications of each subcontractor proposed to be used. The proposer(s) shall demonstrate that each business entity proposed to provide work for the Project is authorized to do business in the State of California and the City of Imperial. For any business entity organized as a corporation, limited liability company, or other entity under the laws of another state, the proposal shall include evidence that such business entity is properly registered with the California Secretary of State.

#### **C. Qualifications.**

Provide an outline of the proposer's qualifications indicating a minimum of five years of relevant background experience and capabilities for this Project. A list of significant projects, both ongoing and planned, to which the proposer is committed during the time frame of this Project should also be provided. Include the staff resources devoted to those projects and the status of the projects.

#### **D. Scope of Work.**

The proposal should describe each work task and explain how the proposer plans to approach it. It should also include steps to complete the tasks, including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. Tasks should be organized into phases constituting measurable deliverables.

#### **E. Proposed Project Schedule.**

Time is of the essence for this Project. The proposal shall include a schedule to undertake and complete the work program. The project is anticipated to start by October 2025 and be completed by February 2026. The proposed schedule shall include a time period for completion of any cleaning and inspection of sewers and manholes over the estimated unit quantities stated herein. Failure to complete the Project on schedule will subject the Contractor to the payment of liquidated damages, as described in the Sample Agreement (Exhibit B).

**F. Proposed Pricing.**

All proposers must complete the Price Proposal Form included in Exhibit C. Proposers must indicate a unit price for each item listed in the Price Proposal Form. The unit price shall include all contractor costs to provide the services, as described in Exhibit A. Unit quantities listed are best estimates. The contractor will be compensated based on the actual unit quantities inspected. The stated unit prices shall apply to up to one hundred twenty percent (120%) of the unit quantity for any item. Unit Prices quoted must be binding for a minimum of 90 days and the term of the Agreement.

**G. References, Related Experience, and Examples of Work.**

Include client references with phone numbers for relevant work. Specify the client, location, proposer's members and participating individuals and roles on the team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

**H. A Sample Report**

Include a sample report and high-resolution photos for a segment of a sewer main indicating the location of all laterals and connections encountered, the location of any breaks, obstructions, offsets, high points, sags, or other major defects.

Also include a sample report and high-resolution photos for a manhole indicating the location of sewer main connections, the location of any breaks, obstructions, or other significant defects, and the condition of the manholes.

**I. A Sample Video Picture Quality**

To establish criteria for maintaining video picture quality throughout the Project, the Contractor shall furnish a thumb drive of a previous sewer inspection that meets the quality specifications. This thumb drive shall become the property of the City and will be used as a standard to judge the acceptability of video inspections produced on this Project.

**I. A Sample Geographic Information System (GIS) compatible file**

Include a sample GIS file that includes the location of sewer mains, laterals and connections encountered, the location of any breaks, obstructions, offsets, high points, sags, or other major defects.

The GIS file should include the location of manholes indicating the location of sewer main connections, the location of any breaks, obstructions, or other significant defects, and the condition of the manholes and how you link high resolution photos or video files to the GIS feature class.

For all feature classes include a data dictionary that describes each field, all the attributes that are typically captured and their possible choice values. Also, indicate which fields are mandatory and which fields are optional and if custom fields are allowed.

Also, as defined in the PACP guidelines, the location of all laterals and defects, shall be documented. Indicate in the proposal how segments of sewer line including laterals, connection points, defects, or manholes that are not in the GIS file provided by the city are handled.

**IV. APPLICABLE LAWS AND PREVAILING WAGES.**

**A. Laws To Be Observed.**

The Contractor shall keep itself fully informed of all existing and future federal, state, and local laws which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the Project.

**B. Prevailing Wages.**

The city has determined that the Project requires work of labor categories that are subject to Prevailing Wage Laws identified in the State of California Labor Code. The selected Contractor shall be aware of the requirements of California Labor Code sections 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 certain "public works" projects. Specific requirements of the Prevailing Wage laws that the Contractor will be expected to comply with are listed in the proposed Agreement in Exhibit "B"

**C. Licensing.**

Before submitting proposals, proposers shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

**V. SELECTION PROCESS.**

**A. Evaluation.**

The assigned staff will evaluate all proposals received by the due date. Based on this evaluation, the Public Services Director will make a recommendation to the City Council. Only information received in response to the RFP or via any subsequent interview will be evaluated. The City will evaluate each proposer's responses in several critical areas. Selected proposers may be invited to an oral interview.

**B. Selection Criteria.**

The city will select the most qualified proposal based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Per Unit Pricing and Cost.
2. Ability of the proposer to design an approach and work plan to meet the project requirements, which will include an assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include:
  - The proposer's performance in converting the Scope of Services into a work plan;
  - The detail and clarity of the discussion as to the proposer's approach to undertaking the Project;
  - The proposer's performance in identifying any special problems or concerns that may be associated with the Project and preliminary ideas about how these obstacles should be addressed;

- The inclusion of any unique approaches that are designed to save time and money or increase the benefits or effectiveness of the proposed work; and
  - The demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations related to the Project.
3. The Proposer's ability to carry out and manage the Project, including an assessment of the Proposer's general experience. Qualities and indicators that will receive consideration include:
- The number and types of projects the proposer or its employees have completed;
  - The variety of projects completed and a demonstration of the proposer's ability to undertake this Project;
  - The general level of experience in the areas of supervision, observing, and monitoring projects;
  - The proposer's ability to realize timetables and quality control objectives, and the demonstrated ability to complete projects under the proposer's direction.
4. Capabilities of the proposer and/or its proposed team, which includes an assessment of the capabilities of the proposer and individuals that will be engaged in the Project. Qualities and indicators that will receive consideration include:
- What professionals will be doing/working on each task;
  - The various professional, technical, and educational achievements and registrations of each firm and individual involved;
  - The applicable experience of the proposed assigned staff and the specific experience gained on similar projects.
5. The current workload of the proposer, including an assessment of the perceived ability of the proposer to devote the necessary human resources and management attention to the Project. Qualities and indicators that will receive consideration include:
- The number and size of the projects presently being performed by the proposer and the assigned staff;
  - The status of existing projects;
  - The past ability of the proposer to deliver projects on a timely basis;
  - The nature of existing projects that are behind schedule or past the completion date.
6. Proximity of the proposer to the Project site. The application of this criteria will include an assessment of the following:

- The proposer's geographic proximity to the Project site;
  - The location of the office from which the Project will be administered;
  - The perceived response time and general availability of the proposer's management to be on-site;
  - The perceived effect that Project management location will have on price and the ability of the Project to be expedited on a timely basis; and
  - The availability of special travel or communication plans that would effectively mitigate difficulties associated with location.
7. Willingness to comply with the proposed Agreement terms. A sample Agreement is attached in Exhibit B. Proposals will be rated based on the exceptions taken to the proposed Agreement.

**C. Proposed Selection and Project Schedule.**

Non-Mandatory Pre-Proposal Meeting:	July 30, 2025, at 10:00 a.m.
Proposal Due Date:	August 13, 2025, at 3:00 p.m. P.S.T.
Award of Agreement:	September 3, 2025
Projected Start Date:	October 6, 2025
Projected Completion Date:	February 9, 2026

**D. Award of Contract.**

It is anticipated that any award of an agreement for services will be made by the City Council at its **September 3, 2025** regular meeting.

**VI. PROPOSAL DUE DATE AND DELIVERY**

Proposals shall be prepared according to the instructions contained in this RFP, including any addenda hereto published by the City. Proposals must be delivered by email at:

[jguerrero@imperial.ca.gov](mailto:jguerrero@imperial.ca.gov)

Jenell Guerrero  
 420 S. Imperial Ave.  
 Imperial, CA 92251

On or before **August 13, 2025 at 3:00 p.m., P.S.T**

Proposals will not be accepted after this time.

## **VII. GENERAL CONDITIONS OF THE RFP.**

### **A. General Conditions.**

The City reserves the right to cancel or reject all or a portion or portions of the RFP without notice. Further, the City makes no representations that it will enter into an Agreement with any proposer submitting a proposal. The City reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional proposals and to reject the proposal of any proposer that the City believes would not be in the best interest to hire. The City also reserves the right to reject any subcontractor or individual working on a proposed team and to replace them with a mutually acceptable replacement.

Upon receipt by the City, proposals are considered a public record and subject to disclosure under the Public Records Act, including within such information, without limitation, personal identification information such as social security numbers, bank account numbers, and driver's license numbers. Further, after the award of the Contract by the City, whether or not a proposer is the successful Contractor, all material in proposals received by the City shall be subject to the right of the public to inspect and obtain copies. The City shall retain all proposals submitted in response to this RFP for as long as the City is required to do so under the law.

In submitting a proposal, each proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and officials involved in the selection process and to any outside consultant or other third parties hired or appointed by the City to assist in the evaluation process.

Each proposer may designate specified information as a trade secret and confidential and agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all liability, damages, and expenses, including reasonable attorneys' fees, incurred by any of them in connection with the City's refusal to disclose any material that the proposer has so designated. Any Consultant designating its entire proposal as a trade secret will be disqualified.

Any changes to the proposal requirements will be made by written addendum.

The City reserves the right to waive any and all defects or informalities in any proposal. It

shall be the responsibility of each proposer before submitting a proposal:

- To examine thoroughly the requirements of this RFP;
- To visit the City to become familiar with and satisfy the proposer as to the general, local, and site conditions and obtain any additional or supplementary examinations, investigations, explorations, tests, or other studies concerning conditions at the City;
- To study and carefully correlate the proposer's knowledge with this RFP and such other related data; and

- To promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that the proposer has discovered in this RFP.

**B. Liability of Costs and Responsibility.**

The City assumes no liability for any cost incurred by proposers responding to this RFP or in responding to any further requests for interviews or additional information before the issuance of the Contract. All costs shall be borne by the person or firm responding to the request. Proposers responding to the request shall hold the City harmless from any liability, claim, or expense incurred by or on behalf of that person or firm. All submitted material becomes the property of the City.

The selected Contractor will be required to assume responsibility for all services offered in the proposal, whether or not they possess them within their firm. The Contractor will be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the Contract.

**C. Validity.**

Proposers agree to be bound by their proposals for ninety (90) days commencing on August 13, 2025. During this time, the city may request clarification or correction of the proposal for evaluation. Amendments or clarifications shall not affect the remainder of the proposal but only that portion amended or clarified.

**D. Standard Agreement Terms.**

The selected Contractor will be required to enter into the City's standard Agreement, a copy of which has been provided in Exhibit B. Each proposer shall assume that the execution of this Agreement, without changes, will be a required condition unless proposed modifications are requested at the time of submittal of the proposal and then accepted by the City. If a proposer wishes to take exception to any of the terms and conditions contained in the Agreement, these should be explicitly identified; otherwise, it will be assumed that the proposer is willing to enter into the Agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the City disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the City will consider that all items offered strictly comply with the RFP, and the successful proposer will be responsible for compliance. The City will consider such exceptions as part of the evaluation process, which may constitute grounds for rejection of the proposal. The City will not execute the Agreement without first signing it with the proposer.

**E. Permits.**

The Contractor and all of its subcontractors, at its and/or their sole expense, shall obtain and maintain all appropriate permits required in connection with the performance of the Project during the term of the Agreement.

The required permits include:

1. Traffic control plans
2. A business license is required from the City of Imperial
3. The Contractor shall provide the necessary water for this task. The Contractor shall obtain a temporary water meter from the City of Imperial or make necessary water provisions for this Project. Use of the property owner's water for sewer cleaning is not permitted.
4. A Confined Space Permit is required to enter any City's manholes.
5. Any other permit the local agency and jurisdiction require.

**F. Licenses and Certificates.**

The Contractor and all of its subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of the Contract all appropriate licenses and certificates required in connection with the performance of the Project.

The required Licenses and Certificates include:

1. NASSCO's Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) are the trusted sources for proper and consistent assessment condition coding of pipelines and manholes.
2. General contractor license A, C36, or C42.
3. Any other Licenses and Certificates required by the local agency and the local jurisdiction.

**G. Oral and Written Explanations.**

Oral explanations or instructions given during the review process or after the award do not bind the city. They become binding when confirmed in writing by an authorized City official.

Written responses to question(s) asked by one proposer will be provided to all proposers who received the Request for Proposals.

**H. Proposer's Representative.**

The person signing the proposal must be a legal representative of the firm authorized to bind the proposer to an agreement in the event of the award.

**I. Insurance.**

General Liability, Automobile, and Worker's compensation insurance are required in the amount outlined in the attached sample Contract.

**J. Bonds.**

The Contractor shall furnish the following bonds in a form and from a bonding company acceptable to the City's General Counsel:

- Faithful Performance: A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this Agreement and
- Labor and Materials: A bond for labor and materials in the amount of 100% of the total contract price.

**VIII. Exhibits.**

- A. Scope of Work
- B. Sample Agreement
- C. Price Proposal Form
- D. Main Sewer Line and Manhole Location Maps

## EXHIBIT A - SCOPE OF WORK

### A. General Procedures.

The Contractor shall perform CCTV inspections of sewer mains and manholes within the City's sewer system, including capturing or verifying key asset attributes. Using the GIS map provided by the City, the Contractor shall identify and document any unmapped sewer mains and manholes within the designated project area. All newly identified assets shall be included in the scope of inspection. The project is expected to include approximately 12 miles of sewer main inspections and the cleaning and inspection of 1,700 manholes. City staff will clean the sewer main pipelines prior to the inspection; the contractor will be responsible for plugging the pipes for the inspection.

The Contractor shall assess and classify all maintenance and structural defects in accordance with NASSCO's PACP and MACP rating systems. Additionally, the Contractor shall identify and document all red flag areas, lateral connection locations, and the precise locations of observed defects within the sewer mains.

All inspection, events, and inventory data, including video, condition assessments, newly identified assets, and defect locations, shall be delivered in a GIS-compatible format suitable for integration into the City's enterprise GIS. GIS deliverables shall include georeferenced asset locations, attribute updates, PACP and MACP codes, and any newly mapped features with appropriate metadata. Final deliverables must be reviewed and accepted by City staff prior to project closeout.

The Contractor shall comply with the detailed CCTV Inspection requirements below. The scope of work includes, but is not limited to, the following:

#### 1. Sewer Main Video Inspection.

Sewer main video inspection shall include producing and logging of the sewer main video inspection as specified in the following paragraphs.

All pipeline inspections shall be conducted using the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Standards and NASSCO-certified software. All CCTV operators shall be certified through the NASSCO program.

The Contractor shall utilize the City's GIS to pre-populate the session data. Pipe and Manhole IDs shall be used for each section of pipe. The contractor shall provide a file geodatabase or shapefile with the following feature classes:

#### 1. SewerInspection

The line feature class SewerInspection should contain the following fields to be populated with field verified data found during the inspection along with any other industry standard fields:

Note: If pipe size or any other attribute is prepopulated, then pipe size and other pre-populated attributes must be verified. If pipe size is blank or Null value, then verify and update pipe size along with other critical attributes.

- Contract No.
- Inspection Date
- Inspection Time (Can include date and time in one field)
- Contractor name
- Contractor number
- Surveyor's name
- Street name
- Pipe ID
- Upstream manhole ID
- Downstream manhole ID
- Inspection direction
- Pipe size
- Pipe material
- Invert Pipe Elevation (in relation to top of lid of manhole in hundredths of inch)
- Photo link
- Video link
- Audio link (unless it's part of video)
- Red Flag Condition (Choice values)
- PACP Structural Grade
- PACP O&M Grade
- Recommendation Structural (See choices below:)
  - No action needed
  - Monitor
  - Minor repair
  - Rehabilitation
  - Replacement
  - Immediate Emergency Response
- Recommendation O&M (See choices below:)
  - No action needed
  - Monitor
  - Cleaning
  - Root remediation
- Comments

## 2. SewerLineObservations

The point feature class SewerLineObservations should contain the following fields to be populated with field-verified data found during the inspection, along with any other industry standard fields:

- Contract No.

- Inspection Date
- Inspection Time (Can include date and time in one field)
- Contractor name
- Contractor number
- Surveyor's name
- Street name
- Pipe ID
- NASSCO Defect Code
- Observation Type (Minimum choice values below)
  - Defect
  - Connection Point
  - Red Flag
  - Roots
- Defect type (choice values preferred)
- Defect Description
- Connection point size
- Connection point material
- Photo link
- Video link
- Audio link (unless it's part of video)
- Comments

### 3. ManholeInspection

The point feature class ManholeInspection should contain the following fields to be populated with field verified data found during the inspection along with any other industry standard fields:

- Contract No.
- Inspection Date
- Inspection Time (Can include date and time in one field)
- Contractor name
- Contractor number
- Surveyor's name
- Street name
- Manhole ID (Primary Key)
- Upstream manhole ID
- Downstream manhole ID
- Lid type
- Lid casing material
- Interior lining material
- Base material
- Photo link
- Video link

- Audio link (unless it's part of a video)
- MACP Structural Grade
- MACP O&M Grade
- Recommendation Structural (See choices below:)
  - No action needed
  - Monitor
  - Minor repair
  - Rehabilitation
  - Replacement
  - Immediate Emergency Response
- Recommendation O&M (See choices below:)
  - No action needed
  - Monitor
  - Cleaning
  - Root remediation
- Comments

#### 4. ManholeObservation table

The ManholeObservation table should be a related table that is tied with the primary key of the ManholeInspection feature class and foreign key of the ManholeObservation table. The related table should define each observation found in a manhole and should contain the following fields to be populated with field verified data found during the inspection along with any other industry standard fields:

- Inspection Date
- Inspection Time (Can include date and time in one field)
- Surveyor's name
- Manhole ID Inspection (Foreign Key)
- NASSCO Defect Code
- Defect type (choice values preferred)
- Defect Code Plain Text (Defect code in plain text)
- Defect SubType (if too many defect types exist, contractor should narrow the defect classifications types down to 5-7 and add all the defect types into a sub type or sub category)
- Photo link
- Video link
- Audio link (unless it's part of video)
- Comments

The location of all laterals and defects, as defined in the PACP guidelines, shall be documented. The recorded digital files shall include a narrative description of all observations made by the observer and shall be included in the log.

The initial text screen for each pipe reach shall be identified with text and voice recording, including the following:

1. City of Imperial and Contract No.
2. Date
3. Time
4. Contractor's name and number
5. Surveyor's name
6. Street name
7. Pipe ID
8. Upstream manhole ID
9. Downstream manhole ID
10. Inspection direction
11. Pipe size
12. Pipe shape
13. Pipe material

During the CCTV inspection, the running screen shall show the running footage and the following text:

1. CITY OF IMPERIAL
2. Upstream Manhole ID
3. Downstream Manhole ID
4. Inspection Direction
5. Street Location
6. Pipe Size
7. Pipe Material
8. Date
9. Time

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.

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.

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.

Sidewall 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 the 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.

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.

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 and submitted with electronic links between the data and the video. All television inspection reports shall be within +/- two (2) feet of the measured linear footage between manholes along the existing sewer centerline from the start of the pipe to the end of the 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 redo the work.

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.

The Contractor will document and perform an above-ground survey of each manhole, recording along the alignment of the interceptor and surface cover, and a still photo of the exterior of the manhole and surrounding area. The camera will start at the manhole rim in line with the largest diameter outgoing pipe, rotating the camera clockwise until a 360-degree panorama is complete. The camera shall be moved through the line at a moderate rate, stopping when necessary to permit proper documentation of the condition of the sewer line, manhole, lateral wyes and lateral location. In no event will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and power rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer line conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire sewer, the Contractor shall set up its equipment so that the inspection can be performed from the opposing manhole.

When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of

the section being inspected to insure good communications between members of the crew.

The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be made by means of a camera-mounted transmitter and aboveground receiver. Marking on the cable, which requires interpolation for depth of the manhole, will not be permitted.

To establish criteria for video picture quality to be maintained throughout the Project, the Contractor shall furnish a thumb drive of a previous sewer inspection that meets these specifications for quality. This thumb drive shall become the property of the City. It will be used as a standard to judge the acceptability of video inspections produced on this Project.

The audio portion of the inspection report, recorded at the time of inspection, shall be intelligible in its entirety. The information contained in the audio recording shall include (1) the location of the sewer, (2) the location of the manholes involved, (3) the direction of travel, (4) a description of conditions in the sewer as they are encountered, and (5) the location and entrance condition of service laterals.

Any Red Flag Conditions shall be reported immediately to the City. Red Flag Conditions are things such as root ball or other large obstruction blocking flow path, large hole in pipe or other defect that could lead to a collapsed pipe, collapsed pipes, large offset joint where sewage may be leaving the system, etc.

Any assessments that cannot be inspected from manhole to manhole shall be listed as MSA – Survey Abandoned. If the reason for the MSA is not a cause for a Red Flag Condition, it shall be noted in the inspection report and conveyed to the City. If possible, the Reverse Run shall be completed from the opposite manhole. If the camera fails to reach the same point in the pipe where the initially discovered obstruction is located, the inspection of this reach shall be considered complete and flagged. It should be noted that inspection of the entire sewer reach could not be completed.

If a manhole not listed in the database is found, a new inspection shall be started. The added structures and inspections shall be noted and the missing manhole should be added to the proper ManholeInspection feature class in GIS by the contractor.

If a sewer main is not listed in the database is found, a new inspection shall be started. The added structures and inspections shall be noted and the missing sewer main should be added to the proper SewerInspection feature class in GIS by the contractor.

## 2. Manhole Inspection.

Manholes shall be inspected in accordance with the NASSCO standards. The Contractor shall determine the maintenance and structural deficiencies of the manholes in accordance with the MACP rating system.

The contractor shall measure and report the size and material of each pipeline in the manhole. Measurements shall be taken from the top of the manhole to the invert of each pipe documented

in the report and in the GIS feature classes and tables and reported to the city.

**B. Order of Work.**

The Contractor shall coordinate its work with all other workers or utility companies working in the work area designated for CCTV inspection.

Sewer video inspection of each segment of a sewer main shall be done a maximum of one week after the cleaning of that segment (the City to clean the pipeline segments). If the video inspection of the sewer line is not done within the next week after the cleaning day, new line cleaning shall be performed for the same segment by the contractor at no extra cost to the City before the video inspection.

**C. Sewer Mains and Manholes to be Inspected.**

All sewer mains and manholes shall be visually inspected using CCTV and video. The inspections shall be done one sewer section at a time. Flows shall be controlled as specified herein while the inspection work is in progress. Sewer line and manhole location maps will be provided only upon request to the City. The city's maps are not guaranteed to be 100% accurate.

**D. Submittals.**

1. The Contractor shall deliver monthly video inspections and logs on a thumb drive or external hard drive concurrent with the submission of an invoice.
2. The Contractor shall furnish one color video recording, with the target, for each section of the sewer inspected and JPEG files of all photographs taken during the inspection. The videos shall show the date the work was performed and the location of the entry manhole. Videos shall indicate cumulative footage from the entry manhole, as verified by the camera-mounted transmitter and receiver. Video recordings shall be included in the monthly report.

The video files shall be in standard MPEG/JPEG format. If the City approves a different electronic file format to allow for a higher-resolution video or photo file, the Contractor shall also deliver a "viewer" program and support for the software used.

3. The Contractor shall furnish a report and high-resolution photos for every section of the sewer mains indicating the location of all laterals and connections encountered, the location of any breaks, obstructions, offsets, high points, sags, or other major defects, and the condition of manholes. All reports shall be neatly typed. Photos, thumb drives, hard drives, reports, and all related work shall be included in various items and shall not be considered for additional payment.
4. The Contractor shall deliver an external hard drive that contains comprehensive NASSCO Data, including the following:

- a) Standard PACP Exchange database;
- b) An ESRI GIS file geodatabase with the feature classes, tables, and fields, and choice values described in EXHIBIT A, Sections A and A.1. The file shall be provided using NAD 1983 State Plane California VI FIPS 0406 (US Feet) coordinate system;
- c) All video inspections and photographs;
- d) Plots of each pipe inspected with the defects shown with distance in the pipe;
- e) Observation reports with images;
- f) List of all Red Flag Conditions found in the system;
- g) List of all incomplete inspections with reasons for not completing them;
- h) List of all areas where roots were removed;
- i) Copy of the “viewer” program in support of the software used;
- j) The final report of the sewer system.

**E. Safety.**

The Contractor shall have a documented safety program in place that meets all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California. The Site Safety Plan and all related work shall be included in various items and shall not be considered for additional payment. This document shall be submitted to the City before the beginning of the project.

**F. Experience.**

The Contractor shall have at least five years’ experience in the television inspection of sanitary sewers. The thumb drive and/or video files shall be reviewed by someone with a minimum of five years of experience in evaluating and repairing problems in sanitary sewer mains.

**G. Flow Control.**

When the sewer line's flow depth at the upstream manhole of the section being inspected is above the maximum allowable depth shown below, the flow shall be reduced by operating pump stations, plugging or blocking the flow, or pumping and bypassing the flow. Reducing the flow depth and all related work shall be included in various items and shall not be considered for additional payment.

1. Allowable Depth of Flow.

When performing CCTV inspection, the flow depth shall not exceed 5% of the pipe diameter or the depth where the camera is not submerged, whichever is smaller, as measured in the manhole.

2. Plugging or Blocking and Pumping.

During video inspection, flow shall be reduced to the limits specified herein. When sewer flow control is required, the Contractor shall furnish, install, and operate pumps, plugs, conduits, and other equipment to divert the flow of sewage around the pipeline reach where work is to be performed.

A sewer plug shall be designed to release all or any portion of the sewage. A tagline shall be provided for the plug, which shall be inserted into the line upstream of the section being inspected.

The pumping system (if necessary) shall be sufficient to handle the existing flow plus additional flow that may occur during a rainstorm. If pumping is required on a 24-hour basis, engines shall be equipped to keep noise to a minimum. Standby pumps shall be provided as needed. The Contractor shall do pumping so that it will not damage public or private property or create a nuisance or health menace. The pumped sewage shall be in an enclosed hose or pipe and reinserted into the sanitary sewer system.

Sewage shall not be allowed to flow in gutters, streets, over sidewalks, etc., nor shall it be allowed to flow into the storm inlets or conduits. After the work has been completed, the flow shall be restored to normal.

Plugging or blocking and all related work shall be included in various items and shall not be considered for additional payment.

3. Flow Control Precautions.

When the flow in a sewer is plugged, blocked, or bypassed, precautions shall be taken to protect all sewers from damage that might result from sewer surcharging. Precautions shall also ensure that flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. Sewer flow shall not be disrupted for any of the city's customers.

**I. Measurement and Payment.**

Payment for the work, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles and for all labor, operations, mobilization, and incidentals appurtenant to the work being described, as necessary to complete the various items of the work specified, including Occupational Safety and Health Administration requirements for any item that is not specifically set forth in the proposal, and the costs therefor shall be included in the prices named in the various bid items for the work.

The following items of work will not be measured for payment, but the cost thereof will be included in the prices named in the various bid items for the work:

1. Data entry, computerized equipment, software, and hardware to submit the required electronic submittals.
2. Completion of all electronic forms.
3. Photographic equipment and supplies used to show sewer pipe and manhole defects.
4. Bypass pumping and flow control where required by the Contractor to perform his or her work.
5. Demobilization and mobilization.
6. Updates to the schedule as required by the City.
7. Right of entry to private property.
8. Dye testing of service connections in order to meet the CCTV specification.

Payment for maintenance of traffic and detour barriers and for conforming to all of the provisions of these specifications shall be considered to be included in the price for the various bid items for various items of work wherein maintenance or traffic and detours is required and no additional allowance will be made therefor.

In cases where the sewer is entirely cleaned and inspected manhole-to-manhole, payments for CCTV inspection of sewer mains will be based on the measured linear footage between manholes along the existing sewer centerline from manhole wall to manhole wall at the agreed-upon unit price.

All invoicing will be by sewer segment, and payment will be made when all punch list items and rework are completed for each Sewer Segment.

The payment for inspecting the City's manholes will be based on the inspection, photo, and video footage of each manhole at the agreed-upon unit price.

**J. Contractor's CCTV Inspection Services Standard Operating Procedures.**

To assure that all Project sewer pipes are thoroughly inspected and that a usable, quality product is delivered to the city, the Contractor is to follow the following standard operating procedures at all times during this Project. If any of the procedures and guidelines are unclear or ambiguous, the Contractor is to seek guidance from the city before proceeding.

1. CCTV Software.

The Contractor shall use a digital CCTV data acquisition software program for the collection of the CCTV data. If the program does not save the video file in standard MPEG format, the program shall include a "viewer" program, which allows concurrent viewing of the CCTV data and video. The aforementioned viewer program shall be provided to the City at no cost. CCTV observations shall be recorded using NAASCO PACP and MACP standards. CCTV reports shall be provided in PDF format.

2. City's Review of CCTV Submittals.

Concurrent to submitting a monthly invoice by the Contractor, the Contractor shall provide quality control of the submitted work product and submit copies of video, digital data, and image findings in a format specified by the City. The City will perform a Quality Assurance review and no payment shall be made for the submitted work until the City reviews and approves submitted videos and quantities of estimated linear foot of sewer line videotaped.

The City shall confirm or reject the condition assessment results submitted by the Contractor within two weeks of the submission. The city will return work in need of correction or rework to the Contractor on a bi-weekly basis.

The Contractor agrees to abide by the city's submission guidelines for electronic data, reports, and quality standards. The City Engineer's decision is final except in cases where all City guidelines are met and the interpretation of acceptance is subjective.

3. Approval Guidelines.

The City will base its review of the submitted work product upon the following submission guidelines:

- a. All submittals rejected by the City shall not be considered for payment and shall be redone by the Contractor. All hardships or irregularities during video inspection must be thoroughly, clearly, and properly documented with photographs and comments for a pipe to be considered uninspectable.
- b. The proper videotaping procedures are outlined below in the Videotaping Procedures and STOP locations section. All submittals with premature or improper STOP procedures will be rejected.
- c. The clarity of the video inspection shall be in a quality wherein the City may visually confirm the pipe's condition with no obstruction or excessive wastewater flows. If the City cannot positively confirm the condition of the pipe due to poor video quality, pipe flow or obstruction, then the submittal may be rejected by the City if:
  - The pipe was improperly cleaned, or exhaustion of approved cleaning methods was not properly documented.
  - The pipe flow was not stopped or controlled as per the specifications.

4. Videotaping Procedures and "STOP" Locations.

Payment shall be at the unit price bid as noted in the specifications from the start manhole structure to the end manhole structure or from the start manhole to a STOP location.

All video inspections submitted by the Contractor shall proceed only as detailed by the specific situations outlined below:

- a. 1st condition - Ideally, the video inspection shall proceed from the start manhole structure to the end manhole structure without obstruction, blockages, or interference from excessive wastewater flows. Inspections shall proceed from upstream to downstream unless access into the upstream structure is prevented or the inspection is a reverse setup.
- b. 2<sup>nd</sup> condition - If a STOP location is encountered before reaching the end manhole structure, then:

1. All STOP locations shall be confirmed by video imaging from the start of the run (first manhole structure) to the point of the STOP causing event. Include appropriate observation coding and clear concise comments in the report documenting the reason for the STOP event.
  2. Any STOP event shall be followed with a REVERSE SETUP from the opposite end of the line segment.
  3. If the reverse video inspection can proceed from the end manhole structure to the point of the initial STOP causing event, then the video inspection shall be considered complete.
- c. 3rd Condition - Proceeding from the REVERSE SETUP as outlined in the 2nd Condition above, if a second STOP location is found before reaching the initial STOP point during the cleaning procedure, its presence shall be confirmed by video imaging from the start of the REVERSE SETUP run to the point of the STOP causing event. Include appropriate observation coding and clear concise comments in the report documenting the reason for the STOP event.

5. No Payment and Rejection for Partially Completed Work.

The city will not pay and will reject partially completed work in the following situations:

- a. Line cleaning and incomplete inspection work is submitted without a picture and thorough, clear, concise description of the STOP event.
- b. A REVERSE SETUP and camera run is not attempted after a STOP is recorded and when access by the camera at the opposite end of the selected line segment is feasible.
  1. Where REVERSE SETUPS are attempted but unsuccessful, thorough documentation with videos, pictures and comments must be provided in order for the area to be considered "Uninspectable".
  2. In any instance where the feasibility or acceptability of a REVERSE SETUP or STOP event is in question, the Contractor shall contact the City, which shall make the final decision on such matters.
- c. Excessive wastewater is present in the line as described in these specifications.
- d. In any instance where the city rejects the work or if the City determines that the Contractor failed to follow the standard operating procedures.

**K. Work Hours.**

The Contractor must complete all work such that no homeowner is without sewer service unless otherwise directed by the city. Local noise ordinances or agencies controlling roadway closures may control starting or stopping operations. Before starting operations, the Contractor shall advise the City of the restrictions imposed by the local agencies.

The workdays are Monday to Friday, and the work hours are from 7 am to 7 pm. local time. Local restrictions imposed by the local agencies supersede the workdays and the work hours. No work will be allowed on weekends or holidays except at the discretion of the City.

**L. Decrease/Increase in Service and Stop Work Due To Inclement Weather.**

The unit quantities set forth in this Request for Proposals are best estimates, and the actual unit quantities may differ from those set forth in the Request for Proposals. This Request for Proposals and the ultimate Agreement do not guarantee a specific amount of work or lump sum payment. In the event the actual unit quantity for any item exceeds the unit quantity stated in the Request for Proposals, the Contractor will be required to notify and obtain approval of the City prior to proceeding to perform cleaning and inspection services with respect to such additional unit quantities. Upon receipt of written authorization from the City, the Contractor will be required to provide cleaning and inspection services at the agreed upon unit prices with respect to up to one hundred twenty percent (120%) of the unit quantity set forth in the Request for Proposals for any item.

The City further reserves the right to suspend or stop the performance of any or all of the work under the Agreement due to inclement weather conditions.

## EXHIBIT B – SAMPLE CONTRACT

### PROFESSIONAL SERVICES AGREEMENT FOR THE 2025 SEWER MAINS CCTV VIDEO INSPECTION AND CLEANING

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made this \_\_\_ day of \_\_\_ 2023, by the CITY OF IMPERIAL, a public entity (hereinafter referred to as “CITY”) and [NAME OF CONTRACTOR], a [TYPE OF ENTITY AND STATE OF ORGANIZATION], (hereinafter referred to as “CONTRACTOR”). CITY and CONTRACTOR are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

#### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City of Imperial Council authorization dated \_\_\_\_\_, 2025.
2. CITY has determined there is a need to retain the professional services of a qualified company to provide CCTV video inspection of CITY’s gravity sewer mains and manholes (the “Project”) in accordance with the Request for Proposals for the 2025 CITY OF IMPERIAL Sewer System CCTV Video Inspection Project, dated November 7, 2023 (hereinafter referred to as the “Request for Proposals”) prepared by CITY.
3. In response to the Request for Proposals, CONTRACTOR has submitted to CITY a proposal, dated [DATE], to provide CITY with professional CCTV video inspection the “Proposal”).
4. CONTRACTOR represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional CCTV video inspection services to CITY for the Project and has agreed to provide such services as provided herein. CITY does not have the personnel, training, certification, or specialized technical expertise necessary to perform the work and services contracted for herein.
5. CITY desires to retain CONTRACTOR to provide such professional CCTV video inspection and cleaning services for the Project.

#### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term and Termination. This Agreement shall cover services rendered from the full execution of this Agreement through completion of the tasks outlined in the Request for

Proposals and CONTRACTOR's Proposal, unless earlier terminated by the CITY. This Agreement may be terminated by CITY without cause upon thirty (30) days' written notice. In such an event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Section 3.4 of this Agreement. CONTRACTOR is required to present evidence to support the completion of the performed work. CONTRACTOR is required to present evidence to support the completion of the performed work.

2. Services to be Provided.

2.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, CONTRACTOR agrees to provide and perform professional cleaning and CCTV video inspection of CITY's gravity sewer mains and manholes for the Project as set forth in (a) the Proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference, and (b) the Scope of Work included in the Request for Proposals, which is attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to CITY entering into this Agreement, CONTRACTOR acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of CITY. The Proposal, the Request for Proposals, and this Agreement do not guarantee any specific amount of work.

2.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) CONTRACTOR's Proposal submitted to CITY; and the Scope of Work included in the Request for Proposals, which shall collectively be referred to collectively hereinafter as the "Contract Documents." The CONTRACTOR's Proposal is attached hereto as Exhibit "A" and is hereby incorporated by reference and made a part of this Agreement. The Scope of Work included in the Request for Proposals is attached hereto as Exhibit "B" and is hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the Consultant's Proposal (Exhibit "A"); and (3rd) the provisions of Scope of Work.

2.3 Compliance with Law. CONTRACTOR shall comply at all times during the term of this Agreement with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including without limitation all applicable fair labor standards and Cal/OSHA requirements. CONTRACTOR 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 Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If CONTRACTOR performs any Work or Services in violation of such laws, rules, and regulations, CONTRACTOR shall be solely responsible for all penalties and costs arising therefrom. CONTRACTOR shall defend, indemnify, and hold CITY, its 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 such laws, rules, or regulations.

2.4 Licenses, Permits, and Fees. Prior to performing any Services or Work hereunder CONTRACTOR shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for CONTRACTOR to perform the Work and Services under this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold CITY, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

2.5 Familiarity with Work. By executing this Agreement, CONTRACTOR warrants that: (1) it has thoroughly investigated and considered the Scope of Work or Services to be performed; (2) it has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR represents and maintains that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.

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

2.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

### 3. Compensation.

3.1 Amount. For the Services and Work rendered pursuant to this Agreement, CONTRACTOR shall be compensated by CITY for each manhole inspected and each linear foot of sewer cleaned and inspected, as set forth in the Scope of Work (Exhibit "B"), at the unit prices set forth in the Price Proposal Form included within the Proposal (Exhibit "A"). CONTRACTOR acknowledges that the unit quantities set forth in the Request for Proposals are best estimates by CITY and that the actual unit quantities may differ from those set forth in the Request for Proposals. CONTRACTOR shall notify and obtain approval of CITY prior to performing Services with respect to any item in excess of the estimated unit quantity for such item set forth in the Request for Proposals. Upon receipt of written authorization from CITY's City Manager or his or her designee, CONTRACTOR agrees to provide Services at the unit prices set forth in the Proposal with respect to up to one hundred twenty percent (120%) of the unit quantity set forth in the Request for Proposals for any item.

3.2 Payment. For Work or Services under this Agreement, payment shall be made in arrears per invoice for Work completed, subject to the payment provisions set forth in the Scope of Work (Exhibit "B").

3.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by CITY and agreed to by CONTRACTOR, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in CONTRACTOR's profession.

3.4 Termination. CITY shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

3.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City of Imperial Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to CITY.

4. Insurance requirements.

4.1 Commencement of Work. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 Workers Compensation Insurance. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 Insurance Amounts. CONTRACTOR and all subcontractors shall procure and maintain insurance acceptable to CITY. Unless otherwise agreed or waived in writing by CITY's City Manager, CONTRACTOR and all subcontractors shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of \$2,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A- Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respect to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. Non-Liability of Officials and Employees of the City. No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

6. Conflict of Interest. No officer or employee of the CITY shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. CONTRACTOR represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

7. Covenant Against Discrimination. In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. CONTRACTOR shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8. Independent Contractor.

(a). The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make CONTRACTOR a CITY employee. During the performance of this Agreement, CONTRACTOR and its officers, employees, and agents shall act in an independent capacity and shall not act as CITY officers or employees. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of CONTRACTOR or any of its officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR, its officers, employees or agents, shall not maintain a permanent office or fixed business location at

DISTRICT's offices. CITY shall have no voice in the selection, discharge, supervision, or control of CONTRACTOR's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. CITY shall not in any way or for any purpose be deemed to be a partner of CONTRACTOR in its business or otherwise a joint venturer or a member of any joint enterprise with CONTRACTOR.

(b) CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability against CITY, or bind CITY in any manner.

(c) No CITY benefits shall be available to CONTRACTOR, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to CONTRACTOR as provided for in this Agreement, CITY shall not pay salaries, wages, or other compensation to CONTRACTOR for the performance of any Work or Services under this Agreement. CITY shall not be liable for compensation or indemnification to CONTRACTOR, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the CITY has financial obligations, other than pursuant to Section 3 herein, of any nature relating to salary, taxes, or benefits of CONTRACTOR's officers, employees, representatives, agents, or subconsultants or subcontractors, CONTRACTOR shall defend, indemnify, and hold harmless CITY from and against all such financial obligations.

9. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; or (ii) five (5) business days after the date of posting by the United States Post Office if by mail. These addresses shall be used for delivery of service of process.

(CONTRACTOR) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(CITY) City of Imperial  
Attention: Jenell Guerrero  
420 S. Imperial Ave.  
Imperial, CA 92251  
[jguerrero@imperial.ca.gov](mailto:jguerrero@imperial.ca.gov)

10. Time of Essence; Liquidated Damages. Time is of the essence in the performance of this Agreement. The Parties hereby agree that all Work with respect to the unit quantities set forth in the Request for Proposals is intended to be completed by no later than *March 7, 2026*. With respect to all Work with respect to unit quantities in excess of those set forth in the Request for Proposals,

the Parties hereby agree that such Work is intended to be completed within the time period(s) set forth in the schedule contained in CONTRACTOR's Proposal. It is agreed by the Parties to the Agreement that in case all the work called for under this Agreement is not completed before or upon the expiration of the time limits set forth herein, the damage will be sustained by the CITY, and that it is and will be impracticable to determine the actual damage which the CITY will sustain in the event of and by reason of such delay. It is therefore agreed that the CONTRACTOR will pay to the CITY the sum of five hundred Dollars (\$500) per calendar day for each and every day's delay beyond the time prescribed to complete the Work; and the CONTRACTOR agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement.

It is further agreed that in case the work called for under this Agreement is not finished and completed in all parts and requirements within the time specified, the CITY shall have the right to extend the time for completion or not, as may seem best to serve the interest of the CITY; and if it decides to extend the time limit for the completion of this Agreement, it shall further have the right to charge the CONTRACTOR, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to this Agreement, and which accrue during the period of such extensions. The CONTRACTOR shall not be assessed with liquidated damages during any delay in the completion of the Work caused by an act of God or of the public enemy, acts of the CITY, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the CONTRACTOR shall, within one (1) day from the beginning of such delay, notify the CITY in writing of the causes of delay. The CITY shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

11. Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of CONTRACTOR, its principals, and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without the written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

12. Indemnification. CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive Council, officers, agents, and employees from any and all third party claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for bodily injury or death of any person, or damage to property, or interference with use of property, to the extent caused by negligent acts, errors or omissions or willful misconduct by CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The exception to CONTRACTOR's responsibility to protect, defend, and hold harmless CITY, is due to the active negligence of CITY, or any of its elective or appointive Council, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

13. Bonds. CONTRACTOR shall furnish the following bonds in a form and from a bonding company acceptable to the CITY's General Counsel:

(a) Faithful Performance: A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this Agreement, and

(b) Labor and Materials: A bond for labor and materials in the amount of 100% of the total contract price.

14. Reports.

(a) Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by CONTRACTOR pursuant to or in connection with this Agreement, shall be the exclusive property of CITY. CONTRACTOR shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of CITY, and all publication rights are reserved to CITY.

(b) All Reports prepared by CONTRACTOR may be used by CITY in the execution or implementation of:

- (1) The original Project for which CONTRACTOR was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original Project; and/or
- (4) Other CITY projects as appropriate.

(c) No Report, information or other data given to or prepared or assembled by CONTRACTOR pursuant to this Agreement shall be made available to any individual or firm by CONTRACTOR without prior approval by City.

15. Prevailing wages. CITY has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. CONTRACTOR 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. CONTRACTOR agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, CONTRACTOR shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold CITY, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement CONTRACTOR understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

15.1 This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“CITY”) and CONTRACTOR agree to be bound by all the provisions thereof as though set forth in full herein.

15.2 CONTRACTOR shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.

15.3 CONTRACTOR agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at <https://www.dir.ca.gov/oprl/dprevagedetermination.htm>, are on file with CITY, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

15.4 Pursuant to California Labor Code Section 1771.4, CONTRACTOR’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

15.5 CONTRACTOR shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as

provided by Section 1776, and (3) inform the CITY of the location of the records. CONTRACTOR is responsible for compliance with Section 1776 by itself and all of its subcontractors.

15.6 CONTRACTOR shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

15.7 Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and CONTRACTOR and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. CONTRACTOR shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONTRACTOR shall, as a penalty to CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

15.8 Pursuant to California Labor Code Sections 1860 and 3700, CONTRACTOR will be required to secure the payment of compensation to its employees. By signing this Agreement, CONTRACTOR hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

15.9 Pursuant to California Labor Code Section 1771.1, CONTRACTOR and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. CONTRACTOR shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

16. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

17. Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

18. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

19. California Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

20. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

21. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONTRACTOR.

22. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

23. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

24. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same counterpart. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) original document. These counterparts may be transmitted by facsimile or Portable Document Format (PDF), with the originals to be thereafter provided by the Parties. Such facsimiles or electronic copies shall be deemed original signatures.

IN WITNESS THEREOF, these parties have executed this Agreement as of the date first written above.

“CITY”  
CITY OF IMPERIAL,  
a public entity

“CONTRACTOR”  
\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Dennis Morita  
City Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel  
City of Imperial

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

Tax ID No. \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to City.

**EXHIBIT "A" TO AGREEMENT  
CONTRACTOR'S PROPOSAL**

**EXHIBIT "B" TO AGREEMENT**

**SCOPE OF WORK**

**EXHIBIT C - PRICE PROPOSAL FORM**

2025 CITY OF IMPERIAL SEWER SYSTEM CCTV VIDEO INSPECTION AND CLEANING PROJECT  
 BID NUMBER 2025-08

<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Estimated Item Price</b>
1	CCTV inspection of designated 8-inch gravity sewer mains	LF	56,000	\$	\$
2	CCTV inspection of designated 12-inch gravity sewer mains	LF	1,500	\$	\$
3	CCTV inspection of designated 21-inch gravity sewer mains	LF	3,800	\$	\$
4	CCTV inspection of designated 24-inch gravity sewer mains	LF	3,800	\$	\$
6	Cleaning and inspection of all the City's manholes (all sizes and types)	EA	1,700	\$	\$

**Total Amount For All Items in Numerals (Assuming Stated Unit Quantities):** \$ \_\_\_\_\_

**Total Amount for All Items in Words (Assuming Stated Unit Quantities):** \_\_\_\_\_

**Note: The Unit Quantities set forth above are best estimates; the actual Unit Quantities may differ. Payment will be based on the Unit Prices for actual linear feet of sewer mains inspected and the actual number of manholes inspected.**

**CONTRACTOR shall notify and obtain approval of CITY prior to performing Services with respect to any Item in excess of the estimated Unit Quantity for such Item. Upon receipt of written authorization from CITY's City Manager or his or her designee, CONTRACTOR agrees to provide Services at the Unit Prices set forth above with respect to up to one hundred twenty percent (120%) of the Unit Quantity set forth above for any Item.**