

Garden Grove Sanitary District

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	William E. Murray	
Dept.:	General Manager	Dept.:	Public Works	
Subject:	AWARD OF CONTRACT TO PERFORMANCE PIPELINE TECHNOLOGIES FOR CLEANING AND CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF SEWER SYSTEM		Date:	February 28, 2012

OBJECTIVE

To recommend that the Garden Grove Sanitary District Board award a contract to Performance Pipeline Technologies to perform closed circuit television (CCTV) inspection of the Garden Grove Sanitary District (GGSD) sewer lines.

BACKGROUND

In 2006, the State Water Resources Control Board issued Order No. 2006-0003, General Waste Discharge Requirements (WDR) for sewer collection agencies. The statewide WDR and reporting program provides a consistent statewide approach for reducing Sanitary Sewer Overflows (SSO's). One of the WDR mandates is the development of a Sewer System Management Plan (SSMP). The main goal of the plan is to prevent sewer overflows and to provide a plan and schedule for measures that would prevent future sewer overflows.

The GGSD developed a Sewer System Rehabilitation Plan (SSRP) to identify and prioritize deficiencies that consist of short and long term rehabilitation actions. Findings from CCTV inspections identify sewer system components that have or may contribute to hydraulic deficiencies and other major problems within the sewer system contributing to SSO's. In order to complete the updated SSRP and comply with WDR mandates, CCTV inspections are required.

DISCUSSION

A Request for Proposal, RFP No. 01-1142, was issued on November 15, 2011, for the cleaning and CCTV inspections of 439,411 linear feet of the GGSD sewer system. Five (5) bids were received on December 21, 2011, from the following firms:

Performance Pipeline Technologies	\$ 222,161.10
National Plant Services	\$ 225,600.00
Pro Pipe Professional Pipe Service	\$ 263,419.59
Empire Pipe Cleaning	\$ 279,000.00
Ancon Marine	\$ 407,428.95

AWARD OF CONTRACT TO PERFORMANCE PIPELINE TECHNOLOGIES  
FOR CLEANING AND CLOSED CIRCUIT TELEVISION (CCTV)  
INSPECTION OF SEWER SYSTEM  
February 28, 2012  
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The lowest qualified bidder is Performance Pipeline Technologies. Licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

National Plant Services, Inc. submitted a bid protest on January 3, 2012, contending that answers to questions regarding this bid were not provided to all bidders. Staff determined that the bid protest was invalid due to the fact that the information provided to one bidder was merely a confirmation of what was required in the specifications (Attachment 2).

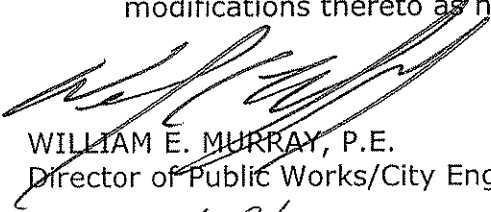
FISCAL IMPACT

This project will be financed with Sewer Enterprise Funds and will have no impact on the General Fund.

RECOMMENDATION

It is recommended that the Garden Grove Sanitary District Board:

- Deny the bid protest received from National Plant Services, Inc.; and
- Award a contract with Performance Pipeline Technologies, in an amount not to exceed \$222,161.10, to perform cleaning and closed circuit television (CCTV) inspection of the Garden Grove Sanitary District sewer system; and
- Authorize the General Manager to execute the agreement between the Garden Grove Sanitary District and Performance Pipeline Technologies, including minor modifications thereto as needed, on behalf of the District.

  
WILLIAM E. MURRAY, P.E.  
Director of Public Works/City Engineer

By:  Brent Hayes  
Public Works Supervisor

Attachment 1: Contract for Performance Pipeline Technologies  
Attachment 2: Bid Protest Documentation

**Recommended for Approval**

  
**Matthew Fertal**  
General Manager

**SECTION 4 - AGREEMENT****PROJECT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2012, by the GARDEN GROVE SANITARY DISTRICT, a public entity, ("DISTRICT"), and Performance Pipeline Technologies, hereinafter referred to as ("CONTRACTOR").

**RECITALS:**

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Garden Grove Sanitary Board, DATED \_\_\_\_\_.

DISTRICT desires to utilize the services of CONTRACTOR to Furnish all Labor, Material, and Equipment for the Cleaning and Closed Circuit Television Inspection of Garden Grove Sanitary District Sewer Lines In and In the Vicinity of the Garden Grove Sanitary District.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows:  
 Compensation under this agreement shall be a Firm Fixed Price (FFP) in the amount of Two Hundred Twenty Two Thousand One Hundred Sixty One Dollars and 10/100 (\$222,161.10) payable in arrears. Payment for work under this Agreement shall be made per invoice for work completed. All work shall be in accordance with Bid No. S-1087 and the Scope of Work, which is attached as Attachment "A" and is incorporated herein by reference. Any additional work requires prior authorization by the DISTRICT.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of DISTRICT. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

**"Project"** as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not

indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to City's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

**4.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, DISTRICT may settle such claims by making demand upon the surety to this Agreement. In the event of the failure of refusal of the surety to satisfy said claims, DISTRICT may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event DISTRICT receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, DISTRICT shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

**4.3 Project. The PROJECT is described as:**

Furnish all Labor, Material, and Equipment for the Cleaning and Closed Circuit Television Inspection of Garden Grove Sanitary District Sewer Lines In and In the Vicinity of the Garden Grove Sanitary District.

**4.4 Plans and Specifications.** The work to be done is described in a set of detailed Plans and Specifications entitled: Furnish all Labor, Material and Equipment for the Cleaning and Closed Circuit Television Inspection of Garden Grove Sanitary District Sewer Lines In and In the Vicinity of the Garden Grove Sanitary District. Phase Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City, which are also incorporated herein and referred to by reference.

**4.5 Time of Commencement and Completion.** CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within one hundred thirty (130) calendar days from commencement of work excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.

**4.6 Time is of the Essence.** Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the DISTRICT, in a manner that will facilitate the efficient completion of

the entire work in accordance with Section 4.5 herein. DISTRICT shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

**4.7 Excusable Delays.** CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; an act, neglect or default of DISTRICT; failure of DISTRICT to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by DISTRICT; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by DISTRICT; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

DISTRICT shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to DISTRICT for such time extension within fifteen (15) days of the commencement of such delay and DISTRICT finds that the delay is justified. DISTRICT's decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies DISTRICT that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The DISTRICT's decision will be conclusive on all parties to this Contract.

**4.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of DISTRICT specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 4.9 hereof. DISTRICT shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by City's Public Works Director, or his designee. The decision of the Director shall be final.

**4.9 Changes in Project.**

**4.9.1** DISTRICT may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;

- c. in the City-furnished facilities, equipment, materials, services or site; or
  - d. directing acceleration in the performance of the work.
- 4.9.2** A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the DISTRICT which causes any change, provided CONTRACTOR gives the DISTRICT written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.
- 4.9.3** Except as provided in this Section 4.9, no order, statement or conduct of the DISTRICT or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.
- 4.9.4** If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the DISTRICT shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the DISTRICT is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 4.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the DISTRICT setting forth the general nature and monetary extent of such claim. The DISTRICT may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.
- 4.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 4.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that DISTRICT may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the DISTRICT. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the DISTRICT and the DISTRICT shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the DISTRICT. CONTRACTOR shall submit immediately to the DISTRICT written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as

ordered in writing by the DISTRICT and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

**4.10 Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the DISTRICT will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to DISTRICT the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that DISTRICT may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

**4.11 Contract Price and Method of Payment.** DISTRICT agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety percent (90%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The DISTRICT will retain ten percent (10%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Public Works Director or his designee, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

**4.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to California Public Works Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the DISTRICT or an approved financial institution in order to have the DISTRICT release funds retained by the DISTRICT to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

**4.13 Completion.** DISTRICT may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

#### **4.14 Contractor's Employee Compensation.**

**4.14.1 General Prevailing Rate.** DISTRICT has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and over time work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the City Engineer. The CONTRACTOR agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

**4.14.2 Forfeiture for Violation.** CONTRACTOR shall, as a penalty to the CITY, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

**4.14.3 Travel and Subsistence Pay.** Section 1773.8 of the Labor Code of the State of California, regarding the payment of travel and subsistence payments, is applicable to this Contract and CONTRACTOR shall comply therewith.

**4.14.4 Apprentices.** Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more for five (5) working days or more.

**4.14.5 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him there under except as provided in paragraph (4.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et sep.) of the Labor Code of the State of California and shall forfeit to the DISTRICT as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.



**4.14.6 Records of wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent have authority over such matters. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all the provisions of Labor Code Section 1776, in general.

**4.15 Surety Bonds.** CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the DISTRICT. The Surety Company must have an AM Best rating of A-, VII or better.

**4.16 Insurance.**

**4.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

**4.16.2** CONTRACTOR and all subcontractors will carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

**4.16.3** CONTRACTOR shall at all times carry, for all operations hereunder policies of insurance for: (1) bodily injury, including death, and property damage liability insurance; (2) auto liability including mobile equipment if any, for bodily injury and property damage coverage; (3) and builders' all risk insurance. All insurance coverage shall be in amounts specified by DISTRICT in Section 4.16.4 Insurance Requirements. CONTRACTOR shall provide evidence of insurance coverage by the issuance of a certificate of insurance and endorsements in a form prescribed by the CITY. Policies shall be underwritten by insurance companies satisfactory to DISTRICT for all operations, subcontract work, contractual obligations, on-going, products and completed operations, all hired, leased, owned and non-owned vehicles and mobile equipment if any. Said insurance coverage obtained by the

CONTRACTOR, excepting workers' compensation coverage, shall name the CITY, DISTRICT its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY, as additional insured on said policies.

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

**4.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be canceled without thirty (30) days written notice to the DISTRICT. CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is satisfactorily and fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of DISTRICT by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable)

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

**4.16.6 INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

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

(b) Automobile liability in an amount not less than \$1,000,000 combined single limit; **(claims made and modified**

**occurrence policies are not acceptable**); Insurance companies must be acceptable to DISTRICT and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.

- (c) Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (**claims made and modified occurrence policies are not acceptable**). Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A-Class VII or better, as approved by the DISTRICT.

An Additional Insured Endorsement, **ongoing and completed operations, including products liability**, for the policy under section 4.16.6(a) shall designate CITY, DISTRICT, 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 DISTRICT proof of insurance and endorsement forms that conform to city's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the environmental/pollution/asbestos liability policy. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

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

- 4.17 Risk and Indemnification.** All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising

directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the sole negligence or sole willful misconduct of DISTRICT and will make good to reimburse DISTRICT for any ex expenditures, including reasonable attorneys' fees DISTRICT may incur by reason of such matters, and if requested by DISTRICT, will defend any such suits at the sole cost and expense of CONTRACTOR.

#### **4.18 Termination.**

**4.18.1** This Contract may be terminated in whole or in part in writing by the DISTRICT for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

**4.18.2** If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the DISTRICT because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

**4.18.3** Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the DISTRICT all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

**4.18.4** Upon termination under paragraphs (4.18.1) and (4.18.2) above, the DISTRICT may take over the work and may award another party an agreement to complete the work under this Contract.

**4.19 Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the

system resulting from such defects. The DISTRICT shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the DISTRICT may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the DISTRICT may have against the CONTRACTOR for faulty materials, equipment or work.

**4.20 Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To:

a. (CONTRACTOR)  
Performance Pipeline Technologies  
Attention: Gene Glassburner  
5901 Waiver Avenue #482  
Huntington Beach, CA 92649

b. (To Garden Grove Sanitary District) (with a copy to):

Garden Grove Sanitary District  
13802 Newhope Street  
Garden Grove, CA 92843  
Attention: Project Manager

Garden Grove Sanitary District  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attention: General Counsel

**4.21. Payment of Taxes:** The contract prices paid for the work shall include full compensation for all taxes which CONTRACTOR is required to pay, whether imposed by Federal, State or local government.

**4.22 Safety Provisions:** CONTRACTOR shall conform to the rules and regulations established by the California Division of Industrial Safety.

**IN WITNESS THEREOF**, these parties have executed this Project Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"DISTRICT"**  
**Garden Grove Sanitary District**

By: \_\_\_\_\_  
General Manager

**ATTEST:**

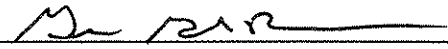
\_\_\_\_\_  
District Secretary

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**Performance Pipeline Technologies**

Contractor's State Lic. No. 825824

Expiration Date. 10/31/2013

By: 

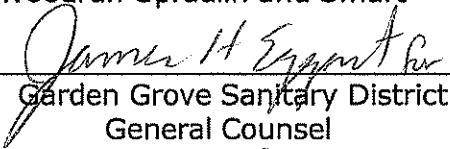
Title: OWNER

Date: 1-5-12

Tax ID No. 73-1674869

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

**APPROVED AS TO FORM:**  
Woodruff Spradlin and Smart

  
Garden Grove Sanitary District  
General Counsel

**Attachment "A"**

**GARDEN GROVE SANITARY DISTRICT**

**IFB No. S-1087**

**Technical Specification**

**SPECIAL PROVISIONS**

**ATTACHMENT "A"**  
**IFB No. S-1087**  
**SCOPE OF WORK**

**PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT FOR THE  
CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION OF  
GARDEN GROVE SANITARY DISTRICT SEWER LINES  
IN AND IN THE VICINITY OF THE GARDEN GROVE SANITARY DISTRICT**

**1. GENERAL**

- A.** All work shall be done in accordance with the Standard Specifications for Public Works Construction, latest edition, and Garden Grove Sanitary District Standards, insofar as they are applicable, unless otherwise specified herein.

**Traffic control** will be set in accordance with the requirements of City of Garden Grove Department of Public Works, and the WATCH Manual.

The **CONTRACTOR** shall comply with all applicable Federal, State and local safety requirements.

The **CONTRACTOR's** supervisors performing the work must be qualified to perform the work, and have a minimum of five (5) years of experience in video recording sewer line inspections. All CCTV operators shall be National Association of Sewer Service Companies (NASSCO) certified by passing the three day Pipeline Assessment and Certification Program (PACP). The methodology of evaluation, data collection, and reporting criteria used for the NASSCO certification shall be practiced for all CCTV evaluations in this Contract.

The **CONTRACTOR's** supervisors must be able to communicate both verbally and in writing with the Garden Grove Sanitary District staff and his/her crew. The **CONTRACTOR's** supervisor must demonstrate the capability to read, interpret, and understand the Safety/OSHA requirements, Garden Grove Sanitary District's plans and specifications.

- B.** **CONTRACTOR** shall obtain a City of Garden Grove Business License, and all other required permits.

**C. Scope**

The work to be done consists of obtaining all permits; complying with all applicable laws and permit requirements; setting up and maintaining traffic control; cleaning and inspecting the interior of 8" through 15" diameter sewers at various locations in and in the vicinity of the Garden Grove Sanitary District, as shown on the enclosed drawings using a color, closed circuit television camera; recording the entire inspection on DVDs; preparing inspection reports; and



submitting the final product to the Garden Grove Sanitary District. The order of sewer inspection shall be subject to the approval of the Garden Grove Sanitary District. In general, the **CONTRACTOR** shall perform the work in the arterial streets first. Written inspection logs shall accompany the video inspection recordings for each sewer reach (manhole to manhole) inspected. The purpose of the inspection shall be to provide a permanent record of existing conditions,

including line dimensions, materials, obstructions, breakage, connections, deterioration, etc. The **CONTRACTOR** shall adhere to the system of sewer defect classification specified herein. The total length of sewer lines to be cleaned and inspected is approximately **320,000** linear feet. The Garden Grove Sanitary District may increase or decrease the actual length to be inspected by up to **20** percent based upon bid prices.

## **2. PERMITS**

The **CONTRACTOR** shall acquire and pay all required fees and licenses for any encroachment permits required by Caltrans, County of Orange, and other cities when inspections are on their right-of-ways.

For inspections which require entry onto private property, notice must be given for permission to enter property. The **CONTRACTOR** shall notify Garden Grove Sanitary District at least one week prior to the need for entry onto private property. In no case shall the **CONTRACTOR** enter private property prior to obtaining written approval from the Garden Grove Sanitary District.

The **CONTRACTOR** shall comply with the requirements of the noise ordinances of the jurisdictions where inspections will be performed.

## **3. TRAFFIC CONTROL**

All traffic control shall be in accordance with the latest WATCH Manual, and the requirements of the respective jurisdictional agencies. The **CONTRACTOR** shall apply for all traffic control permits and pay all applicable fees. Safe and adequate pedestrian and vehicular access shall be provided in accordance with Section 7-10 of the Standard Specifications for Public Works Construction (SSPWC), **2006** Edition.

## **4. CONFINED SPACE PROCEDURES**

CCTV inspections shall be conducted from above ground. Manhole entry, when required, shall be conducted in strict accordance with permit required confined space entry regulations, including:

- Entry permit
- Trained authorized entrants
- Attendants
- Supervisors
- Rescue plan provisions, including full body harness with life line and mechanical retrieval device
- Isolation and control of energy and material inflow

- Controlled access to the space
- Purging and cleaning the space of materials and residue
- Special hazards consideration
- Continued forced air ventilation
- Continuous air monitoring
- Minimum of two types of communication systems
- All other protective equipment that may be required, or the **CONTRACTOR** deems necessary for proper protection of its workers

All manholes in this work are defined as Title 8 Permit Required Confined Spaces. The **CONTRACTOR's** attention is directed to General Industrial Safety Orders of the State of

California, Article 108, Confined Spaces, Section 5157 (Sections 5156, 5157, and 5158, Title 8, California Code of Regulations).

## 5. CLEANING

All sewer lines shall be cleaned within seventy-two (72) hours prior to CCTV inspection to provide sufficient opening for the camera to pass through the pipe. The **CONTRACTOR** shall notify the **Garden Grove Sanitary District** at least one (1) week prior to performing sewer line cleaning and CCTV video inspection work.

The sewer pipe diameters shown on the drawings are nominal dimensions. The **CONTRACTOR** shall verify the actual internal pipe diameters and length of each reach. The **CONTRACTOR** shall notify the **Garden Grove Sanitary District** of any discrepancies.

It is recognized that some conditions may exist which prevent cleaning from being accomplished, or where damage would result if cleaning were continued. Should such conditions be encountered, the **CONTRACTOR** shall notify the **Garden Grove Sanitary District** and may be required to clean those specific sections.

All sludge, dirt, sand, rocks, grease, roots and other solid or semisolid material resulting from the cleaning operations shall be removed and hauled away at the downstream manhole of the section being cleaned. Passing material from sewer section to sewer section shall not be permitted. The **CONTRACTOR** shall be responsible for removing all solid and semisolid materials from the cleaning operation from the work site no less often than at the end of each workday. Materials, which accumulate during the workday, shall be placed in totally enclosed and watertight containers. Handling, transport and disposal of materials shall be in full compliance with all applicable Federal, State and local requirements. The **CONTRACTOR** shall comply with Section 500-1.1.4, Cleaning and Preliminary Inspection of SSPWC, 2006 Edition.

## 6. TELEVISION INSPECTION

### A. Equipment

CCTV equipment shall include video cameras, a video monitor, cables, power sources, and all equipment necessary to perform a CCTV inspection per the Contract Documents. A backup camera shall be provided onsite at all times. The camera shall be specifically designed and constructed for sanitary sewer inspection. It shall be operative in 100 percent humidity conditions. CCTV inspections shall be performed using Pan-and-Tilt camera system with a minimum of 360x270 degree rotation. The camera and video monitor shall produce a minimum of 460 lines per inch of resolution. Illumination sensitivity shall be 3 lux or less. During inspection, lighting intensity shall be adjusted to minimize reflective glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered. Camera focal distance shall be adjustable through a range from 25 millimeter (1 inch) to infinity.

The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the sewer conditions. Whenever non-remote powered and controlled winches are used to pull the television camera through the pipe, telephones, radios, or other suitable means of communication shall be set up between the two manholes of the reach being inspected to ensure that adequate communications exist between the members of the crew. The contractor shall have

camera cables, power cords, and ancillary equipment capable of recording reaches up to 1,000 feet in one direction.

The remote-reading footage counter device, which measures the distance traveled by the camera in the pipe between the centerlines of the upstream and downstream manhole, shall be accurate to plus or minus 0.3 meters in 300 meters (1 foot in 1000 feet). The **CONTRACTOR** shall calibrate his/her measuring device each day with a known distance to the satisfaction of the **Garden Grove Sanitary District** prior to starting the inspection and recording process.

## **B. Inspections**

Inspections shall be performed during periods of low flow. When performing television inspection, the camera lens shall not be submerged nor shall the depth of flow in the pipe exceed the following limits:

150 mm. - 250 mm. (6" - 10") pipes - 20% of the pipe diameter  
0.3 meters - 0.6 meters (12" - 24") pipes - 25% of the pipe diameter

When the camera lens would be submerged or the depth of flow at the upstream manhole of the sewer section being worked is above the specified maximum, the **CONTRACTOR** shall, with prior written approval of the **Garden Grove Sanitary District**, temporarily reduce the depth of flow by plugging or bypassing the flow. Payment for plugging and bypassing shall be based upon per reach of sewer, and shall include all equipment, labor, materials, and tools.

A view of the manhole bottom shall be recorded prior to lowering the camera into the manhole. Inspection of the manhole shall be made and any defects shall be noted. The camera shall then be lowered into the manhole and placed into the pipe. The camera cable shall be retracted to remove slack to ensure an accurate footage reading. The cable footage counter shall be reset to the distance between the centerline of the manhole and the front lens of the camera. The camera shall be moved through the sewer in a downstream direction at a uniformly slow rate, not faster than 30 feet per minute, by means of power cable winches or self-propelled tractors at each manhole, stopping and rotating the camera head at each defect, lateral, and other significant observation, to allow for adequate evaluation. The **CONTRACTOR** shall rotate the camera head at a minimum of two (2) joints per 100 feet of pipe inspected regardless of whether there are any defects or significant observations. The **CONTRACTOR** shall provide a 360 degree pan of all manholes.

During video inspection, the camera shall stop at each lateral connection, focus on the bottom of the opening and then make one slow clockwise observation around the perimeter of the lateral, which clearly shows the quality of the connection.

Each observation shall be noted with a voice recording, with the exception of ongoing conditions such as hairline cracks and hair roots at most joints, in which case a general observation shall be documented. The observation shall also be noted on the inspection report with stationing referenced.

The camera lens shall be kept clear of condensation and debris. Recorded footage showing steam, inadequate lighting, or other poor image quality will be cause for rejection and non-payment by **Garden Grove Sanitary District**. At predetermined times during the contract period, the CCTV camera shall be pointed at a sample television chart that provides the camera's lack of distortion, resolution, and the ability to review colors accurately. The resulting test shall be recorded onto a DVD so that the

recorded quality can be assessed. Recordings with distortion or discoloration shall be rejected.

### **C. Obstructions**

Obstructions may be encountered during the course of the internal inspection that prevent the travel of the camera. If an obstruction is not passable, the **CONTRACTOR** shall withdraw the equipment and begin internal inspection from the opposite end of the sewer reach. Should an additional obstruction be encountered (excluding protruding taps) after employment of the equipment from the opposite end of the sewer, and no means are available for moving the television camera past the obstruction, the **CONTRACTOR** shall notify the **Garden Grove Sanitary District**, and the inspection shall be postponed until the obstruction is removed. A reverse setup, if necessary, shall be performed by the **CONTRACTOR** at no additional cost to **Garden Grove Sanitary District**. Should the camera get stuck in the sewer, the **CONTRACTOR** shall be responsible for all costs involved in extracting it. Costs related to difficulties encountered during

internal television inspection are incidental to the contract and claims for additional compensation, therefore, will not be considered.

**D. Defects to be Reported**

All defects, including but not limited to minor, moderate, and severe offset joints; cracks in the pipe, inflow, sags, siphons, missing sections, infiltration, debris, grease, roots vermin, etc., shall be pointed out, quantified verbally and projected on CCTV recordings. The **CONTRACTOR** shall notify the **Garden Grove Sanitary District** of any additional damage found.

**E. Submittals**

All original DVD's and one set of duplicate copies shall be submitted to and shall become the property of the **Garden Grove Sanitary District**. DVD's shall be reviewed by the **Garden Grove Sanitary District** for focus, lighting, sound, clarity of view, and technical quality. Videos recorded while a camera has flipped over in the process of traveling and the viewing of laterals, obstructions or defects are blocked by cables, skids or other equipment will not be accepted. Sharp focus, proper lighting, and clear distortion-free viewing during the camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the recording by the **Garden Grove Sanitary District**. Any reach of sewer whose recording quality and /or inspection is not acceptable to the **Garden Grove Sanitary District** shall be re-televised at no additional cost to **Garden Grove Sanitary District**.

**7. MISCELLANEOUS.**

**A. Operational Plan:**

Prior to cleaning, the **CONTRACTOR** shall submit a detailed operational plan for the proposed cleaning of all roots inside the pipe and around the service connection for the **Garden Grove Sanitary District's** approval.

**B. Monitoring Log**

During the performance of the work, the monitoring technician shall, in addition to his audio and video record of conditions, log in writing the location of all service laterals and chimneys, all leaks, cracks, root intrusions, unaligned pipes, dips, deflected joints, collapsed sections, deposits, and other conditions or data pertinent to the physical condition of the sewer. Conditions and defects shall be located by footage and clock reference and shall be described using the PACP defect classification.

**C. Reporting Requirements**

At the conclusion of the CCTV inspection, all original written logs and all original recording media and one duplicate set copy in storage cartons shall become the property of the **Garden Grove Sanitary District**, and the cost there of shall be included in the price for inspection. Additionally, the **CONTRACTOR** shall provide a written Inspection Report of the **CONTRACTOR's** evaluation of each sewer

inspected, with recommendations on any corrective measures necessary. The report shall be submitted within fourteen (14) days of the completion of the CCTV inspection. The contractor shall copy all recordings on a hard drive in a PDF Format and deliver it to the **Garden Grove Sanitary District**.

The Inspection Report shall include the following:

- Brief summary of the work performed
- Summary list of all pipeline reaches inspected in **Excel** or **Access**, as determined by the **Garden Grove Sanitary District**, with the pipe and manhole identifications, summary of observations, and defects
- Inspection log sheet for each reach
- Photographs of major defects for each reach of sewer in **JPEG** format

1. The **Inspection Log** for each reach shall include the following information:

- **Garden Grove Sanitary District** Project or Contract No.
- Date
- Time
- Weather condition
- Contractor's name and Contract Number
- Street name and address at the upstream manhole
- Nearest cross street name
- Operator's name
- Surface material
- Atlas sheet number
- Upstream manhole number
- Downstream manhole number
- Reach (pipe) number
- Upstream manhole depth
- Downstream manhole depth
- Drainage Region or Service Area Number
- Direction of camera
- Pipe size
- Pipe shape
- Pipe material
- Pipe construction date (leave blank)
- Pipe slope (leave blank)
- Flow depth at upstream manhole
- Flow depth at downstream manhole
- Length of pipe joints
- DVD Number
- Description of observations
- Schematic of pipe reach showing laterals and observations by footage
- Clock position of observations
- Photographs of major defects or typical pipe condition
- Notice of the manhole frame and cover condition (upstream and downstream)
- Notice of condition of the manhole structures (upstream and downstream)

- Date sewer cleaned prior to inspection
2. All DVD's shall be labeled on the disk and on the disk case with the following information:
    - Disk number
    - Date of inspection
    - Name of contractor
    - Drainage Region identification
    - Atlas Sheet number(s)
    - **Garden Grove Sanitary District Contract Number**
  3. Voice recordings on the DVD shall be clear, complete, and distinct. The audio recording shall be made on a real time basis and not in any voice over manner after the video is recorded.

A vocal description shall be recorded at the beginning of each disc, and at the beginning of each inspection while the Initial Screen Text is displayed. A voice recording shall also be performed during each observation and at the conclusion of each inspection. Inappropriate language and idle chatter are not acceptable, and shall be grounds for rejection of work by the **Garden Grove Sanitary District**. If rejected, the nonconforming recordings shall be corrected to comply at no cost to **Garden Grove Sanitary District**.

4. Initial text screen for each pipe reach shall be identified with text and voice recording including the following:
  - **Garden Grove Sanitary District Project or Contract No.**
  - Date
  - Time
  - Weather condition
  - Contractor's name and Contract Number
  - Street name and address at the upstream manhole
  - Nearest cross street name
  - Upstream manhole number
  - Downstream manhole number
  - Recording direction
  - Pipe size
  - Pipe shape
  - Pipe material
5. During the CCTV inspection, the running screen shall show the running footage and the following text at the bottom of the screen:
  - Manhole number upstream
  - Manhole number downstream
  - Pipe size
  - Date
  - Time

6. At the end of each pipe segment, an ending screen text and voice recording shall include the following:

- End of segment inspection
- Condition that prevented complete inspection, if applicable.

**E. Spill Reporting and Handling**

In the event of a sewer overflow or customer service interruption/backup related to the **CONTRACTOR's** operations, the **CONTRACTOR** shall immediately notify the **Garden Grove Sanitary District** at (714) 741-5395, and shall contain the overflow and eliminate the cause of the spill.

The **Garden Grove Sanitary District** will provide the **CONTRACTOR** its **Emergency Spill Response Plan** prior to the start of work.

The **CONTRACTOR** shall be responsible for any fines levied by the California Regional Water Quality Control Board and others, reimbursement of agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service cost to customers, and all related costs incurred by the customer as a result of the **CONTRACTOR's** work.

The **CONTRACTOR** shall also notify the **Garden Grove Sanitary District** immediately of any abnormal conditions, and sewer spills not related to the **CONTRACTOR's** operations.

**F. Additional Documents for Review:**

Please note that additional documents that are NOT included in this bid packet may be obtained from the City's website. ***It is the bidder's responsibility to review and obtain the following documents.*** These documents are as follows:

1. **CCTV Database (Appendix A)**
2. **CCTV Summary (Appendix B)**
3. **CCTV Map (Appendix C)**



COPY

ATTACHMENT "B"

SECTION 2 - PROPOSAL

THE HONORABLE MAYOR AND DISTRICT BOARD  
GARDEN GROVE SANITARY DISTRICT  
13802 NEWHOPE STREET  
GARDEN GROVE, CALIFORNIA 92843

To: THE HONORABLE MAYOR AND DISTRICT BOARD

The undersigned having carefully examined the Plans and Specifications for Furnish all Labor, Material, and Equipment for the Cleaning and Closed Circuit Television Inspection of Garden Grove Sanitary District Sewer Lines In and In the Vicinity of the Garden Grove Sanitary District. HEREBY PROPOSE to furnish all labor, materials, and equipment and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

BID PROPOSAL	
	TOTAL COST
Furnish all Labor, Material, and Equipment for the Cleaning and Closed Circuit Television Inspection of Garden Grove Sanitary District Sewer Lines In and In the Vicinity of the Garden Grove Sanitary District	\$222,161.10
<b>PARTIAL BIDS WILL NOT BE ACCEPTED!</b>	
<b>TOTAL COST of Project In Written Words</b>	
Two Hundred Twenty Two Thousand One Hundred Sixty One Dollars and Ten CENTS	
<b>Lump Sum (Including all applicable sales tax)</b>	
The above bid price includes all applicable taxes for the pricing proposed in this submittal. Note: In case of discrepancy between the words and figures, the words prevail.	

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY or DISTRICT, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) DISTRICT will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other

person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

(d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
<u>NONE</u>	_____
_____	_____
_____	_____

(e) undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

(f) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
<u>NONE</u>	_____
_____	_____
_____	_____

(e) The undersigned is licensed in accordance with the Laws of the State of California.

Check below where appropriate:


Partnership: That \_\_\_\_\_ are partners, doing  
(Names of all Partners)

business under the firm name of \_\_\_\_\_ and  
that the co-partnership makes the accompanying proposal.

Corporation: That \_\_\_\_\_ of \_\_\_\_\_ makes  
(President or Secretary) (Name of Corporation)

the accompanying proposal.

Individual: That Gene Glassburner is the bidder and makes the  
(Name of Individual)  
accompanying proposal.

Date: 12-20-2011 Performance Pipeline Technologies  
Company Name  
5901 WAYNE AVE #482  
Address  
Huntington Beach CA 92649  
City - State Zip 714 536-7386  
Telephone 825824  
Calif. Contractors Lic. No. Gene Glassburner  
Bidder's Name (Please Print)  
  
Authorized Signature



National Plant Services, Inc., submitted a bid protest on January 3, 2012, contending that the City failed to provide relevant information to all bidders. Staff determined that the bid protest was invalid due to the fact that the information provided to one bidder was merely a confirmation of what was required in the specifications. The response provided no new information, nor did it in anyway alter the existing requirements that each bidder was required to perform. This mere confirmation of existing requirements did not give an unfair advantage to the bidder who received the information as it merely confirmed what was to be done as part of the IFB.

Zimbra

sandras@ci.garden-grove.ca.us

± Font Size ±

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## Protest - S-1087

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**From :** Dennis Keene <Dennis.Keene@nationalplant.com>

Tue, Jan 03, 2012 12:35 PM

**Subject :** Protest - S-1087

**To :** Sandra Segawa <sandras@ci.garden-grove.ca.us>

Ms. Segawa,

The Bid Specifications for IFB No. S-1087 does not include an outline for filing a protest. Therefore, this email will serve as our formal filing of Protest of the results of this bid.

Our protest is based on the fact that answers to questions regarding this bid were not provided to all bidders.

If this format is not acceptable, please contact us immediately and provide the acceptable format for filing this protest.

Respectfully submitted,

Dennis Keene  
National Plant Services, Inc.  
562-436-7600 Office  
310-261-0970 Cell  
562-495-1528 Fax  
[www.nationalplant.com](http://www.nationalplant.com)  
[www.carvloncorp.com](http://www.carvloncorp.com)

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