

# PROFESSIONAL CONSULTANT SERVICES AGREEMENT

HOUSTON & HARRIS PCS, INC.

[Riverside Regional Water Quality Control Plant -  
Closed Circuit Television (CCTV) Inspection of Sewer Pipes; RFP No. 1785]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and HOUSTON & HARRIS PCS, INC., a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with the Riverside Regional Water Quality Control Plant – Closed Circuit Television (CCTV) Inspection of Sewer Pipes; RFP No. 1785 ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2020, unless otherwise terminated pursuant to the provisions herein. The term may be extended for up to two (2) additional one (1) year terms based upon acceptable performance by Consultant, acceptable fees, and subject to the same terms and conditions of this Agreement.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Eight Hundred Thirty Two Thousand Seven Hundred Fifty Two Dollars (\$832,752), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof. If the term of this Agreement is extended, Consultant's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City of Riverside  
Public Works-WQCP  
Attn: Collections Manager  
5950 Acorn Street  
Riverside, CA 92504

To Consultant

Houston & Harris PCS, Inc.  
Attn: Larry Houston  
21831 Barton Road  
Grand Terrace, CA 92313

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm) and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's

employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

**11. Indemnification.**

**11.1 Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

**11.2 Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

**11.3 Indemnity For Design Professional Liability.** When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law. Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim

for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

#### **11.4 Defense Obligation For Other Than Design Professional Liability.**

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

**11.5 Indemnity For Other Than Design Professional Liability.** Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

## **12. Insurance.**

**12.1 General Provisions.** Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation,

Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

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

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and

enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights



under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services  
Exhibit "B" - Compensation  
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation  
a California corporation

HOUSTON & HARRIS PCS, INC.,  
a California corporation

By: \_\_\_\_\_  
City Manager

By: Pamela Houston  
Pamela Houston

\_\_\_\_\_  
[Printed Name]  
President

\_\_\_\_\_  
[Title]

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds:

By: [Signature]  
Chief Financial Officer

By: [Signature]  
Elizabeth Butler

\_\_\_\_\_  
[Printed Name]  
Office Manager

\_\_\_\_\_  
[Title]

Approved as to Form:

By: [Signature]  
Ruthann M. Elder  
Deputy City Attorney

**EXHIBIT “A”**

**SCOPE OF SERVICES**

## **EXHIBIT A**

### **Scope of Services**

This RFP is intended to procure CCTV inspection services ("Services") for a variety of locations within the City of Riverside.

The contractor shall have complete control of the Services including site safety, and shall effectively direct and supervise the Services so as to ensure conformance with the contract documents.

Work will be initiated with a traffic control setup, as many of the manholes in question are located in a variety of locations, such as: sidewalks, medians and roadways. After establishing traffic control parameters, the contractor may be required to enter manholes (confined spaces) to ensure the camera (mounted on a mobile tractor) is positioned at the start of the pipe run. The camera, hooked to a cable, is then sent through a section of pipe, and is removed either at the next manhole in the series, or pulled back through the pipe in which it has just travelled in via the cable it is attached to. The designated worker may have to enter multiple manholes, depending on how difficult it is to get the camera into the pipe within the chamber. The contractors must have the capability of providing the full range of services outlined in the following scope of work:

#### **A. General:**

The contractor agrees to perform all work outlined in this RFP in such a manner as to meet all accepted standards for safe practices during performance of the Services and to safely maintain and operate all equipment, machines, and materials consequential or related to performance of the Services; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements including, but not limited to California Department of Food and Agriculture, Department of Labor Occupational Safety & Health Administration (O.S.H.A.) Orders, Department of Transportation Drug and

Alcohol testing provisions, Caltrans Traffic Control Manuals, and American Public Works Association (APWA) Traffic Control Handbook, so as to protect all persons, including contractor's employees, subcontractors, agents of the City, vendors, members of the public and others from injury to themselves or damage to their property. The contractor shall inspect all hazards and potential hazards and is required to keep a log indicating the date inspected and action taken. All employees working within the roadway right-of-way shall wear reflective safety vests.

#### **B. Traffic Control:**

1. For all Services performed on City streets, lanes or sidewalks, all traffic control shall be provided by the contractor, at the contractor's expense, except where otherwise specifically provided for in the Agreement.

2. The contractor shall, at its own expense, erect and maintain all requisite barriers, fences or other proper protection and must provide and maintain such flag-persons, watch-persons and lights as may be necessary or as may be ordered by the City, in order to ensure safety to the public as well as to those engaged about the premises or works, and must (where it is practicable in the City's opinion) keep any roadway open for the use of the public, or for some restricted use specified by the City, for such width as the City may direct.

The contractor shall, from the date of commencement to the date of completion of the Services, assume responsibility for the barricading and signing of hazards resulting from utility trenches, out-of-grade utility access covers, or any other obstruction or impediment to pedestrian or vehicular traffic.

3. When any Services are performed at night, contractor must supply, at contractor's expense, a sufficient number of electric or other approved lights to enable the Services to be performed in an efficient and satisfactory manner.

C. Public Convenience:

During performance of the Services, or any portion thereof, the convenience of the public must always be considered and provided for by the contractor, who must not obstruct any street, thoroughfare or sidewalk longer than necessary. All pedestrian walkways must be maintained in a safe condition at all times. Any discontinuities likely to prove hazardous to the public and/or pedestrians must be removed, barricaded or clearly and safely marked.

D. City Cleaning and Flushing of Pipe:

The City performs regular sewer cleaning and flushing as a routine maintenance function. Most pipes to be televised will be found to be relatively clean and television inspection should proceed without need for further cleaning of the pipe. In cases where the City deems it is necessary to clean the pipe in order to properly inspect the pipe (e.g. where roots or other blockages must be removed, or to remove sediments concealing the pipe or otherwise preventing adequate pipe condition assessment) the City will flush, rod, drag and clean the pipe at no cost to the contractor. In such cases, the contractor will make note of the location, and arrange to have the sewer pipes cleaned by City forces. The contractor shall continue to another location, returning at a later date to inspect the cleaned sewer pipes.

E. Contractor Liability for Camera Damage or Loss:

The contractor is to assume the full cost and responsibility for any damage or loss of its equipment, including the costs to recover camera equipment that becomes lodged in pipeline, or any damage to such equipment caused during recovery attempts. Sufficient measures to avoid damages or loss are to be taken by the contractor, including

substituting alternate technology for performing the inspection, subject to acceptance by the City. Loss by theft, fire, accident or negligence, will also be contractor's responsibility and contractor shall take appropriate precautions. Data losses will be replaced at the contractor's cost, including repeating the inspection if necessary.

F. Site Conditions:

1. The sewer pipes to be televised may be located on street right-of-way, or easements and vary in size and condition.
2. If existing inlet or start point cannot be located, the contractor shall advise the City immediately of the problem and proceed with performance of the Services at another site. The contractor shall return at a later date to CCTV such sewer pipe and no extra cost shall be incurred by the City.

G. Completion Dates and Work Schedules:

1. It is expected that all Services shall be completed and results submitted (including a written report, complete with indexed photos, DVD or other storage device, and corresponding digital data files) ten (10) working days from inspection date. Video inspection of the sewers shall only take place at work sites Monday to Friday, between 7:00 A.M. and 3:30 P.M. unless otherwise approved by the City's Project Manager.
2. The City's Project Manager will provide a schedule at least one (1) week in advanced and advise contractor of any schedule restrictions or coordination required with City crews. The City reserves the right to alter scheduling of the Services.

H. Sewer Flow Control:

During CCTV inspection the maximum depth of flow in the sewer pipe shall not exceed approximately 1/3 of the pipe diameter.

I. Equipment Survey Vehicle:

1. Equipment Survey Vehicle to contain a separate area for viewing, recording and controlling the CCTV operation.
2. Equipment Survey Vehicle should be clearly marked with the company name and contact information.
3. Viewing and control area to be insulated against noise and extremes in temperature. External and internal sources of light to be controlled to ensure the light does not impede the view of the monitor screen. Proper seating

accommodation to be provided to enable one person in addition to the operator to clearly view the monitor screen.

4. All equipment utilized within the pipeline to be stored outside the viewing, recording and control area.
5. Vehicle to be equipped with a telephone for communication with the City's Project Manager for the duration of the Services.
6. Electrical power for the system to be self-contained. External power sources from public or private sources not permitted.

J. Survey Equipment:

1. Survey Equipment to have sufficient cables to view the lengths of pipe as specified:
  - a) Survey unit to be a self-propelled crawler type with a means of transporting the CCTV camera in a stable condition through the pipeline.
  - b) Each unit to carry sufficient numbers of guides and rollers such that, when surveying, all cables are supported away from pipe and entrance edges. All CCTV cables and lines used to measure the cameras location within the pipeline shall be maintained in a taut manner and set at right angles, where possible, to run through or over the measuring equipment.
  - c) Each unit to interface with NASSCO PACP compliant format software to record the alpha-numeric data associated with the pipeline condition and header reference location information.

K. Camera Equipment:

Camera to be capable of producing high quality color imagery and provide complete inspections and view of all laterals and deficiencies:

- a) Camera to be "Pan & Tilt" and have the capability of panning the pipe at 360° with tilt capability of 270°. Minimum resolution of 720 x 480.
- b) Live picture to be visible with no interference and capable of registering a minimum number of 360 lines of resolution at the periphery.
- c) Focus and iris adjustment to allow optimum picture quality to be achieved and to be remotely adjusted. The adjustment of focus and iris shall provide a focal range from 150mm in front of the camera's lens to infinity. The distance along the sewer pipe in focus from the initial point of observation shall be a minimum of twice the vertical height of the sewer pipe.
- d) Camera to be waterproof with a self-contained lighting system capable of being remotely adjusted. Lights to provide an even distribution of light around the pipeline perimeter without the loss of contrast or flare out or picture shadowing.



L. Recording Equipment:

Digital video captured files to conform to the following requirements:

- i. Picture size: NTSC 704 x 480 at 29.97 frames per second.
- ii. Data / Bit Rate: MPEG2 at 5 M-bits/sec.

M. Materials:

1. Digital video files are to be stored on either new, unused DVD-R media, or some other agreed upon storage device such as a portable hard drive.
2. Photographs to be color, minimum image size 90mm x 70mm and reproduced on premium glossy photo quality paper when required, and as specified in the contract documents. Photographs to be stored as per clause U.5
3. Digital report data and photograph storage to be either new un-used CD-R media, or some other agreed upon storage device such as a portable hard drive.

N. Execution:

1. CCTV operators to be National Association of Sewer Service Companies/Pipeline Assessment & Certification Program (NASSCO/PACP) certified.
2. Submit sample of inspection reports, complete with pipe photos, manhole photos, site photo and video (in DVD format) together with corresponding digital data files with the proposal documents for review. Submission to satisfy all of the specifications contained herein and the accepted submission will be used as a benchmark for subsequent inspection report submissions.
3. No inspection surveys are to be carried out until an acceptable sample inspection report has been approved by the City's Project Manager.
4. Flow in the pipeline not to exceed approximately 1/3 of the pipe diameter. Notify the City's Project Manager of excessive flows, video using flow reduction method.
5. Hemispherical head or fisheye lens type cameras are not permitted.
6. Eliminate steaming and fogging encountered during the inspection survey by introducing forced air flow by means of fan.
7. Camera lens to remain free of grease or other deleterious matter to ensure optimal clarity.
8. Inspection video images are to be produced in MPEG2 format in either one or a combination of the following methods:
  - i. Video capture card and software designed to create and store real-time MPEG2 digital file direct to computer hard drive;
  - ii. By means of video capture card and software compress image and create MPEG2 digital file. Data compression bit rate to be set at a minimum of 5 M-bits/sec.

- iii. Create a separate digital file and by means of chaptering software create a separate title for each individual manhole-to-manhole inspection report. Identify each report title on the DVD menu.
9. Set zero chainage at face of every manhole or on entrance into pipe or start of pipe culvert.
  10. Report and record on full length of pipeline from inside face to inside face between manhole or outlet end of pipes and from one end of pipe culvert to the other.
  11. All manholes must be video inspected at the start and end of each run.
  12. Note condition of pipe joints at manhole walls at the beginning and end of each pipeline.
  13. Data generator to electronically generate and clearly display on the viewing monitor and video recording a record of the following minimum information prior to the start of each run:
    - i. Manhole (from-to) / pipe length reference numbers;
    - ii. Pipeline dimensions;
    - iii. Pipe material (i.e. vitrified clay, concrete, pvc etc.);
    - iv. Type of use of pipe (i.e. sanitary, storm or combined sewer);
    - v. Date of survey (yyyy.mm.dd);
    - vi. Road name/location;
    - vii. Direction of travel of survey equipment (U or D, upstream or downstream);
    - viii. Inspection (report) number;
    - ix. Verbal description of all the above on screen information.
    - x. City reference pipe/manhole asset identification number (SPL ID). This number will be provided by the City for each pipe segment where the video will be taken.
  14. Data Generator to continuously electronically generate, and clearly display on the viewing monitor and video recording, a record of the following minimum information during each run:
    - i. Automatic update of the camera's meter reading position from adjusted zero;
    - ii. Manhole/pipe length reference numbers;
    - iii. Type or use of pipe (i.e. sanitary, storm or combined sewer);
    - iv. The unique inspection/report number of the run;
    - v. Display digital information such that it will not interfere with the video image on the screen.
  15. Stop camera at each defect, change of condition of pipe and at each service connection to record said change or defect in accordance with Water Research Centre (WRc) codes.
  16. Add WRc code overlay to digital video at defects or connections in addition to continuously displayed data.
  17. Pan each service connection (junction) such that the camera looks down the centerline of the service, pause for a minimum of five (5) seconds and note condition of the joint and/or pipe/service interface. Location and position of all service connections shall be documented in video and reports.

18. Immediately notify the City's Project Manager of any blockage or obstruction that will not allow passage of survey equipment.
19. Restart inspection survey from the opposite end of pipeline or culvert when blockage or obstruction is encountered unless directed by the City's Project Manager.
20. Immediately notify the City's Project Manager by sending the photos via mobile device in the event the urgent issues occurred in the field.

O. Recording Resolution:

A recording resolution test with use of a Marconi or RETMA resolution chart must be performed at the beginning of each video tape/DVD, day of inspection or when a substitute camera is introduced.

P. Camera Position:

Position camera lens centrally in the pipeline to a tolerance of plus or minus 10% off the vertical centerline axis of the pipeline. For elliptical pipe the camera to be positioned 2/3 the height of the pipe measured from the invert. Position camera lens looking along the longitudinal axis of pipeline except when viewing service connections or panning defects.

Q. Coding Sheets:

1. Each pipeline length to be recorded according to the Manual of Sewer Condition Classification (MSCC). Any variation from the manual to be noted in the survey report.
2. Standard coding form shown on page 14 of MSCC to be modified as follows:
  - i. Line 2, field 8 (date) to be eight (8) characters in the format of yyyy.mm.dd (year, month, day);
  - ii. Condition detail number (video count) to be six (6) characters in the format of hh.mm.ss (hours, minutes, seconds);
  - iii. Note observations as to condition of service connections beyond mainline in remarks column using standard codes;
  - iv. Survey purpose to be noted as X (other) in line 6, field 31 and stated in comments as either design, prior to paving or anchor rod (include site address for anchor rod);
  - v. Job status to be noted COM=Complete or INC= Incomplete in line 1, field 6 (District);
  - vi. Computed Structural Grading to be presented on coding form and shall include:
    1. Total score
    2. Peak score
    3. Internal Condition Grade (ICG) based on Peak Score

R. Photographs and/or Digital Images:

1. Photograph all major sewer pipeline defects as defined by using WRc MSCC defect coding system (not less than three per manhole-to-manhole section). In addition, the contractor shall take digital color photos of each manhole (flash picture), and the site (one only), or as directed by the City's Project Manager.
2. The following data, in alpha-numeric form, to be overlaid on pipeline photographs such that it will not interfere with defect condition reported:
  - i. Report/job number;
  - ii. Meter reading position (chainage);
  - iii. City Manhole/pipe length reference asset identification numbers (SPL ID, from - to);
  - iv. Photograph number;
  - v. WRc condition defect code;
  - vi. Date of survey (yyyy.mm.dd).
3. The following data, in alpha-numeric form, to be overlaid on manhole photographs such that it will not interfere with defect condition reported:
  - i. Report/job number;
  - ii. City Manhole asset identification number (SPL ID);
4. The following data, in alpha-numeric form, to be overlaid on site photograph such that it will not interfere with defect condition reported:
  - i. Report/job number;
  - ii. Street name/job location.
5. Capture photographs and alpha-numeric data as a digital image in JPEG format. The report and photo numbers shall be incorporated in the file name as reference.
6. Co-ordinate photographs with the hard-copy report by reference number and inserting into the report following the relevant section of pipeline inspected.

**S. Inspection Reporting Hard Copies & Digital Format:**

1. Submit reports to the City's Project Manager within ten (10) working days of completion of the Services on a continuous basis as the inspection area or pipeline types are finalized.
2. Present machine printed (hard copy) and computer generated database reports according to the MSCC format as follows:
  - i. Each binder to commence with an index of all survey inspection reports contained within. The index shall list the report number, DVD/tape number/other media, pipe location (from-to), pipe size, pipe use and section length;
  - ii. Hard copy reports to be presented in tabular form in accordance with WRc MSCC;
  - iii. Reports to be presented in sections or drainage areas and/or by pipeline as type or as specified in the contract documents;
  - iv. Computer database file to contain identical survey report information as the printed report exclusive of photographs;
  - v. Digital information to be presented in tabular configuration in accordance with the NAAPI standard file format in Microsoft Access (MDB) with the

provision that the following information be included either as an extension of the NAAPI file format or in a separate table:

- a. Computed Structural Grading Total Score Peak Score Internal Condition Grade (ICG) based on Peak Score;
- vi. Provide CD-R/other media of digital photographs. Disk to be labeled with photo and contract numbers.
- 3. Include City supplied, scale drawings showing highlight inspected pipeline. Drawing to be attached to the hard-copy report for each section of pipe surveyed. A sketch shall be included where pipe routing is not clear, or where City drawings are incorrect;
- 4. Present reports in 215mm X 280mm three ring (D type) binder. Accompanying DVD-R and case will not be incorporated into the binder;
- 5. Attach computer disks in three hole plastic diskette sheet holder in back of binder or some other agreed upon storage device such as a portable hard drive.
- 6. Attach identical identification labels on the three ring binder, DVD-R (video files), CD-R (database and still images), and some other agreed upon storage device such as portable hard drive

T. References:

- 1. These specifications must be referenced to and interpreted simultaneously with all other standards and specifications pertinent to the Services described herein. Reference standards, specifications or publications:
  - i. Water Research Centre (WRc) publication Manual of Sewer Condition Classification (MSCC), Fourth Edition, January 2003.

**EXHIBIT “B”**  
**COMPENSATION**



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**CCTV Inspection · NASSCO, PACP, MACP Certified Operators · Lateral Launch · Database Customization ·  
Data Conversion CIPP Point Repairs · Hydro-wash · Potholing · CA #884167 · DIR #1000003580**

**Estimate:** This estimate is valid for 90 days

To:	City of Riverside	Date:	4-30-2018
Attn:	Kevin Street	From :	Pamela Houston/Steve Douros
Email/Fax:	KStreet@riversideca.gov	Email/Fax:	phouston@houstonandharris.com
Re:	CCTV Inspection – RFP 1785 Revision #1	Pages:	2

Our **Prevailing Wage** estimate on the above noted project is as follows, when scheduling this project please reference this estimate to ensure you are charged the appropriate rate:

**Scope of Work:** Per foot price for RFP 1785 for video inspection with an option for manhole inspections and cleaning truck.

Houston & Harris is providing a supplemental price for the additional footage for video inspection from approximately 240,000 LF to approximately 1,300,000 LF. We have altered the per foot price for video inspection only for video inspection with traffic control, easements and canyon work.

Houston & Harris understands this project will not start until mid-July or the first of August, 2018 and has the equipment and personnel to complete the project in the six (6) month requested time frame. All sewer video will be done using WinCan NASSCO PACP FORMAT. Manhole inspections, if requested, will be done using POSM NASSCO MACP format.

Sewer line cleaning, if requested, will be a one (1) man crew daily rate and if required a two (2) man crew. A water meter will be supplied by the City as well as debris disposal location.

**Video Inspection:**

Including video inspection, easements, canyon work and traffic control **\$ 0.491/LF**

**Manhole Inspection:** **\$ 55.80/inspection**

**One (1) man cleaning truck – daily rate** **\$ 2,120.00/day**

**Two (2) man cleaning truck – daily rate** **\$ 2,600.00/day**

\*As per **Prevailing Wage labor code #1771**, rates are based on Houston & Harris paying “Operating Engineer, Group 4” & “Laborer, Group 3”.

**Used as defined:**

**Estimate:** To calculate approximately (size, cost, etc.)    **Quote:** To state a price    **Bid:** To offer an amount as the price one will accept, or pay

**EXHIBIT “C”**

**KEY PERSONNEL**



## Company Key Personnel

### Larry Houston, Operations/Project Manager, 1992 to present

- Contractor A Licensed
- Oversees Field Operations
- Site Reconnaissance
- Liaison on Municipal Contracts
- Certified Hazwoper
- NASSCO Certified
- CPR/First Aid
- Traffic Control & Flagger Certified
- Vector & Video Operator
- Certified in Confined Space Entry, Operations/Rescue

### Steve Douros, Assistant Project Manager, 2013 to present

- Assist oversee Field Operations
- NASSCO Certified
- Site Reconnaissance
- Liaison on Municipal Contracts
- Vector & Video Operator
- Ongoing training of Video & Vector Operators
- CPR/First Aid
- Certified in Confined Space Entry, Operations/Rescue
- Traffic Control & Flagger Certified
- Contract & Special Project Estimator
- Industry related fields since 1975

### Sergio Mora, QC/IT Manager, 2002 to present

- ITT Graduate-Electronics and Computer Science
- Ongoing Contract Data Base / Deliverable Conversions
- NASSCO Certified
- A+ Certified
- Ongoing training of company operators on using Wincan v.8, Pipelogix, Granite XP, Windows XP, ongoing training of operators on defect codes.

### Bryan Cortez, 2004 to present

- NASSCO Certified
- Quality Control Technician

Riverside Regional Water Quality Control Closed Circuit  
Television (CCTV) Inspection of Sewer Pipes RFP No. 1785



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CA #884167

## Company Key Personnel

### Administration

Elizabeth Butler, 2002 to present

- Office Manager, Estimating & Contract Administration

Shivon Constantine, 2002 to present

- Prevailing Wage, Payroll Administration

Brad Houston, 2007 to present

- Safety Coordinator
- Video/Vactor Operator
- NASSCO Certified
- CPR/First Aid
- CIPP Installer
- Traffic Control & Flagger Certified
- Certified in Confined Space Entry, Operations/Rescue
- Certified Hazwoper

Frank Tellez, 2001 to present

- Vactor & Vactor Operator
- Field Supervisor
- NASSCO Certified
- Certified Hazwoper
- CPR/First Aid
- Certified in Confined Space Entry, Operations/Rescue
- Traffic Control & Flagger Certified

Angel Ornelas, 2002 to present

- Video & Vactor Operator
- NASSCO Certified
- CPR/First Aid
- Traffic Control & Flagger Certified
- Certified in Confined Space Entry, Operations/Rescue

Riverside Regional Water Quality Control Closed Circuit  
Television (CCTV) Inspection of Sewer Pipes RFP No. 1785



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CA #884167

## Company Key Personnel

### Skylar Straw, 2013 to Present

- Video Operator
- NASSCO Certified
- Traffic Control & Flagger Certified
- CPR/First Aid
- Confined Space Entry, Operations/Rescue

### Jeremiah Avila, 2010 to Present

- Video & Vector Operator
- NASSCO Certified
- Traffic Control & Flagger Certified
- CPR/First Aid

### Thomas Leandro, 2016 to Present

- Vector & Video Operator
- NASSCO Certified
- Traffic Control & Flagger Certified
- CPR/First Aid

Riverside Regional Water Quality Control Closed Circuit  
Television (CCTV) Inspection of Sewer Pipes RFP No. 1785



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CIPP Point Repairs · Hydro-wash · Potholing · Smoke Testing · Camera & Equipment Repairs · CA #884167**

## CORPORATE RESOLUTION

### IT IS RESOLVED THAT:

1. Elizabeth Butler is authorized to bind Houston & Harris PCS, Inc. in contracts with joint signature.

Dated in the State of California on the 26<sup>th</sup> day of February, 2014.

Pamela Houston  
Signature

President  
Title

*Pamela Houston 4.26.18*