

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ October \_\_\_\_\_, 2024, by and between CROCKETT COMMUNITY SERVICES DISTRICT, P. O. BOX 578, Crockett, California, 94525, hereinafter called the "District" and L.R. Paulsell Consulting Inc., a sole proprietorship/corporation, PO BOX 517, Crockett, California, 94525, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the District has identified the need to clean and evaluate approximately 18,170 linear feet of sewer piping in various locations in Crockett and has provided personal site inspections as requested to the Contractor and defined the proposed work to be done.

WHEREAS, the Contractor confirms that he has carefully examined the location of the proposed work, and he has offered to provide all the labor, materials, necessary tools and equipment, apparatus, and other means of execution and to do all of the following work in the manner and time herein set forth for the completion of:

QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	18,170 LF	Clean and televise 4" through 12" diameter gravity sewer, complete in place, per linear foot @	\$ <u>2.35</u>	\$ <u>42,699.50</u>
2.	EA	Reverse set-ups, complete in place, each @	\$ <u>310.00</u>	
3.	EA	Supply report of repair and replacement prioritization @	\$ <u>170.00</u>	

The total amount of this bid is Forty Two Thousand, Seven Hundred Dollars Even (\$ 42,700.00).

The Contractor understands that the estimate of cleaning and televising items hereinbefore set forth is approximate only, being given for the comparison of bids, and the District does not expressly or by implication agree that the actual amount of work will correspond therewith but reserves the right to increase the extent of any item of the work or to omit items of the work as may be deemed necessary or expedient by the Department Manager and/or as required by funding limitations.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work described in this Agreement at the price and on the terms and conditions herein contained, and the District agrees to pay the Contractor the contract price provided herein at the unit prices shown

above for the fulfillment of the work described in this Agreement and the performance of the covenants set forth herein.

The further terms, conditions and covenants of the contract are set forth in the following which are made a part hereof:

A. The gravity sewers to be cleaned and inspected under this Agreement are identified in EXHIBIT B attached hereto and made a part hereof.

B. The Contractor shall provide sufficient skilled workmen and a supervisor who shall be present at all times during execution of the work and who shall be thoroughly familiar with the type of work involved and the materials and techniques specified.

C. Within ten (10) calendar days of the date of Notice of Award of Contract, the Contractor shall deliver to the District a signed Agreement together with (a) the insurance certificates executed as required; and (b) a work schedule for cleaning and televising.

D. The Contractor shall notify the District no less than one week in advance of the start date so that the Department Manager can notify property owners and can witness the work being done.

E. The success of an inspection program is dependent on the ability to view the internal condition of the sewer line. Immediately prior to TV inspection the Contractor shall clean each sewer line, to include the removal of foreign materials from the pipe walls to obtain a clear picture of the internal condition of the line. It is understood that normal cleaning is defined as 2 pass high pressure cleaning. The Department Manager must authorize any excess or heavy duty cleaning beyond the normal standard pipeline cleaning if separate billing is to be approved.

F. All sludge, dirt, sand, rocks, grease, roots and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being clean. These materials may be disposed of at the District's pump station in Crockett if desired by the Contractor.

G. After cleaning, the sewer segments shall be video inspected and recorded by means of closed-circuit color television. Each sewer segment is identified by its upstream manhole code. The inspection shall be done one sewer segment at a time, from structure to structure. The contractor shall utilize TV inspection equipment properly sized for each pipe diameter to allow a clear, in-focus picture for a minimum of six linear feet of the entire inside periphery of the sewer pipe. The camera shall be moved through the line at a moderate rate, either by its own tractor power or by pulling with power winch or hydro equipment, at a steady speed no greater than 30 feet per minute. Manual methods such as a rope pull or a push camera will be used only when mechanical methods have been unsuccessful. If, during the inspection operation, the camera will not pass through the entire sewer segment, the Contractor shall set up his equipment so that the inspection can be performed from the opposite structure, a "reverse set-up".

H. Continuously displayed on the video monitor as part of the video presentation shall be a continuous forward read-out of the camera distance from the center of the manhole behind. The condition of the inverts at both ends of each run shall be shown. The camera shall pause at all pipe defects, sags, service connections, significant offsets and root intrusions, and infiltration points to allow a good look at these conditions. For pipelines 8" in diameter or larger the camera head

shall be rotated as needed to provide information on whether each service connection is live or plugged.

I. Video recordings shall be provided to the District on DVD's or External USB in National Association of Sewer Service Companies ("NASSCO") certified Pipeline Assessment and Certification Program ("PACP") format, version 4.2 or higher, acceptable to the District. One such software is Pipeline Observation System Management ("POSUM"). Each video recording must be accompanied by a television inspection report. The report shall contain a separate data sheet for each sewer segment that identifies the section being televised, the flow and camera directions, and indicates the measured distance to each observed pipe defect, sag, service connection, significant offset and root intrusion, infiltration point, buried structure or other unusual condition, along with the clock position of each service connection. All recordings shall be the property of the District upon delivery.

J. Once work has begun, the Contractor shall diligently and continuously pursue the work to its successful completion.

K. Traffic control measures shall follow the requirements of the Contra Costa County Public Works Department.

L. To gain access to easements across private property, the Contractor shall notify the Department Manager no less than two working days in advance, and the Department Manager shall assist the Contractor with access.

M. The Contractor shall submit to the District each video recording as soon as it is full, accompanied by the required television inspection report for each run recorded on the DVD or External Device.

N. The Department Manager shall decide all questions that may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions that may arise as to the interpretation of this Agreement; all questions as to the acceptable fulfillment of this Agreement on the part of the Contractor; and all questions as to compensation. The Department Manager shall have authority to reject work that does not conform to this Agreement. His decision shall be final, and he shall have authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

O. Payment shall be made for the completed work at the unit price bid, which price and payment shall constitute full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the project. Payment shall be based on the length of pipe actually recorded on DVD for each sewer segment and shall not exceed the distance from center of manhole to center of manhole measured in a straight line above ground, as verified and approved by the Department Manager. When the Contractor is prevented from completing a run due to an obstruction blocking the camera, the Contractor may attempt to televise that segment from the opposite direction. Payment for this item of work will be at the unit price for each "reverse set-up" required and approved by the Department Manager.

P. Once each month the Contractor shall prepare an invoice for review and approval by the Department Manager. The invoice shall detail only the work and pipeline footage contained on recordings already delivered to the District. Each invoice shall be paid within 30 days of the

Department Manager's approval, after deducting sums for unacceptable or incomplete work. No payment shall be made when, in the judgment of the Department Manager, the work is not progressing in accordance with the contract conditions.

Q. The Contractor shall possess a contractor's license at the time the contract is entered into. Attached hereto and incorporated herein as part of this agreement is the Contractor License Certification.

R. The Contractor agrees to comply with the General Conditions of this agreement, as set forth in EXHIBIT A, attached hereto and incorporated herein as part of this agreement. The District shall not be held liable for property damage resulting from Contractor's work.

S. Contractor agrees to complete all work and deliver all recordings to the District on or before December 30, 2024. \*Contractor must notify the Department Manager by email, prior to deadline, of workload expected to be performed past deadline.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at Crockett, California.

  
\_\_\_\_\_  
, Contractor

CROCKETT SANITARY DEPARTMENT:

\_\_\_\_\_  
Nick Spinner, District Board President

Attest:

\_\_\_\_\_  
James Barnhill, Department Manager

**CONTRACTOR LICENSE CERTIFICATION**

Pursuant to the Business and Professions Code of the State of California, Section 7030:

"Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, 9821 Business Park Drive, Sacramento, California, Mailing Address: P.O. Box 26000, Sacramento, California 95826."

The undersigned Contractor certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is 849053, and the classification of said license is A, and the said license expires 10/31/2026.

L R Paulsell Consulting Inc  
Company Name

PO Box 517

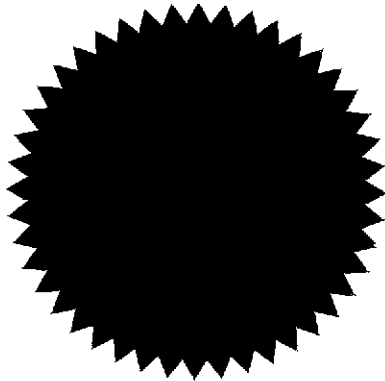
Crockett, CA 94525  
Business Address

By: [Signature]  
Authorized Signature

Lloyd R. Paulsell  
Type or Print Name

Owner  
Title

Dated: 10/15/24



Corporate Seal  
(If Contractor is a Corporation)

State of Incorporation:  
CA

**EXHIBIT B**  
**Sewer Project # 24-TV**

UPSTREAM to DOWNSTREAM

Asset/Route	NOTES	Size	Length	Easement
W-10-02A to W-00-10		6	165	
W-04-05 to W-04-04		4	86	
W-04-04 to W-04-03C		4	79	
W-00-23 to W-00-22		6	114	
W-00-22 to W-00-20		6	142	
W-00-19 to W-00-18		6	250	
W-00-16 to W-00-15		5/6	218	
W-00-15 to W-00-14		6	121	
W-00-09 to W-00-07		6	348	
W-00-02 to W-00-01		8	194	
V-22-10 to V-22-09A		5/6	163	
V-21-06 to V-21-05		4	104	
V-21-02 to V-21-01		6	29	
V-21-01 to V-21-01A		8	47	
V-20-03 to V-20-02		8	156	
V-20-02 to V-20-01		8	234	
V-15-01 to V-12-15		8	207	
V-14-02 to V-14-01		8	172	
V-14-01 to V-00-14		8	93	
V-12-23 to V-12-22		6	126	
V-12-20 to V-12-17		8	236	
V-12-19 to V-12-17		6	102	
V-12-17 to V-12-16		8	89	
V-12-16 to V-12-15		8	186	
V-12-15 to V-12-14		8	116	
V-12-14 to V-12-13		8	149	
V-12-13 to V-12-12		8	128	
V-12-12 to V-12-08		8	126	
V-12-11 to V-12-08		8	225	
V-12-07 to V-12-06		8	121	
V-12-05 to V-12-04		12	57	
V-10-03 to V-00-10A		8	182	
V-00-20 to V-00-19		10	173	
V-00-17 to V-00-14		12	128	
V-00-16 to V-00-15		8	119	
V-00-15 to V-00-14		8	82	
V-00-14 to V-00-12		12	185	
S-35-01 to S-00-35		8	143	
S-34-01 to S-00-34		8	116	
S-27-01 to S-00-27		8	165	
S-17-01 to S-01-17		8	108	
S-16-02 to S-16-01		8	187	
S-16-01 to S-00-16		8	146	
S-13-01 to S-01-13		6	416	
S-11-01 to S-01-11		6	463	
S-01-22 to S-01-21		8	94	
S-01-21 to S-01-20		8	169	
S-01-19 to S-01-18		8	219	
S-01-17 to S-01-16		8	108	
S-01-16 to S-01-15		8	225	
S-01-15 to S-01-14		8	506	
S-01-14 to S-01-13		8	242	
S-01-13 to S-01-12		8	235	
S-00-36 to S-00-35		8	155	

S-00-35 to S-00-34		8	360	
S-00-34 to S-00-33		8	383	
S-00-33 to S-00-32		8	168	
S-00-32 to S-00-31		8	310	
S-00-31 to S-00-30		8	233	
S-00-30 to S-00-29		8	318	
S-00-29 to S-00-28A		8	128	
S-00-28A to S-00-28		8	191	
S-00-28 to S-00-27		8	195	
S-00-27 to S-00-26		8	175	
S-00-26 to S-00-25		8	234	
S-00-25 to S-00-24		8	239	
S-00-24 to S-00-23		8	157	
S-00-23 to S-00-22		8	144	
S-00-22 to S-00-21		8	148	
S-00-21 to S-00-20		8	150	
S-00-20 to S-00-19		8	214	
S-00-19 to S-00-18		8	177	
S-00-18 to S-00-17		8	189	
S-00-17 to S-00-16		8	163	
S-00-16 to S-00-15		8	176	
S-00-15 to S-00-14		8	141	
S-00-14 to S-00-13		8	141	
S-00-13 to S-00-12		8	214	
S-00-12 to S-00-11		8	113	
S-00-11 to S-00-10		8	148	
S-00-10 to S-00-09		8	107	
S-00-08 to S-00-07		12	210	
S-00-07 to S-00-06		12	80	
S-00-01 to C-00-18		10	264	
N-05-02 to N-05-01		8	128	
N-03-13 to N-03-12		8	125	
N-01-11A to N-01-11		6	113	
N-01-11 to N-01-09		6	97	
N-01-09 to N-01-06		6	83	
N-01-08 to N-01-07		6	44	
N-01-05 to N-01-02		8	252	
N-01-02 to N-01-01		8	158	
M-00-05 to M-00-04		6	168	
E-10-02 to E-10-01		6	202	
E-04-08 to E-04-07		6	31	
E-04-07 to E-04-02		6	168	
E-04-02 to E-04-01		6	18	
E-04-01 to E-00-04		8	52	
E-01-03 to E-01-02		6	155	
E-00-16 to E-00-15		6	157	
E-00-15 to E-00-14		6	194	
E-00-13 to E-00-12		6/8	128	
E-00-01 to S-00-09		8	274	
C-14-06 to C-14-05		8	201	
C-14-05 to C-14-04		8	33	
C-14-04 to C-14-03		8	166	
C-14-03 to C-14-02		8	82	
C-03-01 to C-14-03		8	122	

**Total Line Segments = 108**

**Total Requested Linear**

**18170**