

SERVICE AGREEMENT NO. 4875

Closed Circuit Televised (CCTV) Cleaning And Inspection of Large Diameter Wastewater Lines

THIS **Closed Circuit Televised (CCTV) Cleaning And Inspection of Large Diameter Wastewater Lines Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and CSI Consolidated LLC dba Aims Companies ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Closed Circuit Televised (CCTV) Cleaning And Inspection of Large Diameter Wastewater Lines in response to Request for Bid/Proposal No. 4875 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. Scope. Contractor will provide Closed Circuit Televised (CCTV) Cleaning And Inspection of Large Diameter Wastewater Lines ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.

2. Term.

(A) The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the Contract Administrator or the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.

(B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.

- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$710,500.00, subject to approved extensions and changes. Payment will be made for Services provided and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Amanda Howard
Department: Corpus Christi Water
Phone: (361) 826-1894
Email: AmandaC@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as

may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. Quality/Quantity Adjustments. Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

- 10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- 12. Subcontractors.** In performing the Services, the Contractor will not enter into subcontracts or utilize the services of subcontractors.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Amanda Howard
Title: Contracts/Funds Administrator
Address: 2726 Holly Road, Corpus Christi, Texas 78415
Phone: (361) 826-1894
Fax: (361) 826-4495

IF TO CONTRACTOR:

CSI Consolidated LLC, dba Aims Companies
Attn: David Groce
Title: Manager
Address: 3405 Almeda Genoa Road, Houston, Texas 77047
Phone: (281) 485-8816

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City may terminate this Agreement for Contractor’s failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. Owner’s Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Limitation of Liability.** The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.
- 28. Consent Decree Requirements.** This Agreement is subject to certain requirements provided for by the Consent Decree entered into as part of Civil Action No. 2:20-cv-00235, *United States of America and State of Texas v. City of Corpus Christi* in the United States District Court for the Southern District of Texas, Corpus Christi Division (the "Consent Decree"). A set of Wastewater Consent Decree Special Conditions has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services.

[Signature Page Follows]

CONTRACTOR - CSI Consolidated, LLC dba AIMS Companies

Signature:  _____

Printed Name: Steven Hudson

Title: COO

Date: 07/24/2023

CITY OF CORPUS CHRISTI

Josh Chronley
Assistant Director of Finance - Procurement

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements
- Attachment E: Consent Decree Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 4875
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A - Scope of Work

1.1 General Requirements/Background Information

The Contractor shall provide Closed Circuit Televised (CCTV) Inspection and Cleaning of Large Diameter Wastewater Lines within the City's right-of-way and public property as outlined in the Scope of Work.

1.2 Scope of Work

A. General

1. The scope of work consists of furnishing all labor, materials, equipment, supervision, and performing all work necessary to internally inspect, clean, and record the condition of designated wastewater collection system pipelines, ranging in diameter from 18" to 60". Work includes cleaning of the pipeline (from the most upstream reaches of the study area, downstream toward the outfall or lift station), using high pressure water jets, use of mechanical cleaning equipment or other means as may be required, removal of remote obstructions, and the transport and disposal of waste materials generated by the cleaning process. **It is the intent in this project that NO flow control/bypassing of the system will be performed.** All work will be performed with active flow conditions during all phases of work. City crews will not be available for large duration assistance on any portion of the project. Approved methods for conducting the internal inspection of pipelines include the use, or combination of, closed circuit television cameras, sonar equipment, or pipeline scanners that are specifically designed for use in and for the inspection of large diameter wastewater collection system pipelines. The City shall not be held responsible for any delays in the work. The Contractor shall work with the City to minimize any delays. All work will be performed in accordance with these specifications, with regard to quality, workmanship, hardcopies and electronic deliverables, and schedule.
2. The Corpus Christi Wastewater will provide reference maps highlighting the wastewater line segments to be cleaned and inspected during this project.
3. The Corpus Christi Wastewater will provide reference ID asset numbers for all manholes and pipelines on the maps. These reference numbers shall be utilized by the Contractor on the video inspection reports. An Excel spreadsheet will be provided to the Contractor that will list upstream and downstream manhole

locations, location descriptions, access location (i.e., street/easement), and Geographic Information System (GIS) footage. Additional columns will allow the Contractor to record linear footage cleaned, segment CCTV footage, reversal linear footage, direction of camera travel, comments, and section complete status.

4. It shall be the responsibility of the Contractor to adhere to all applicable Occupational Safety and Health Administration (OSHA) rules and regulations while performing work on any and all City-related projects or jobs (to include, but not necessarily limited to "Confined Space Entry").
5. The Contractor shall obtain all required municipal and other governmental licenses and permits. The Contractor shall obtain approval or consent from utilities or carriers, such as telephone companies or other persons or organizations or authorities upon whose proper performance of work under the contract might affect. The Contractor shall request written release from responsibility for the performance of work under the contract if, and to the extent, such work is precluded by the inability to obtain such approval or consent. For the duration of the contract, the Contractor shall abide by all federal, state, and local laws and regulations.
6. The Contractor shall notify third parties (such as public and private utilities) of their intent to perform work in an area where such parties may have rights to underground property or facilities, and request maps or other descriptive information as to the nature and location of such underground facilities or property, and assurance of the Contractor's ability to enter upon any public or private lands to which access is required for performance of the work under contract. The Contractor shall obtain written permission for access to private property where easement is inadequate.
7. The Contractor shall review all available information pertinent to the project site, including reports prepared under previously accomplished studies or surveys, and any other data relating to the design of the project, including maps, drawings, construction specifics, sewer system records, etc., as provided by the City. The Contractor shall request these documents at least five days in advance.

8. The Contractor shall obtain a secure storage area of a size that can adequately accommodate the required equipment, vehicles, and materials for the period of performance of the agreement, at the Contractor's expense.
9. The Contractor shall have the ability to communicate with the City at all times.
10. The Contractor shall have a cellular telephone at which the Contractor's Superintendent can be reached at any time. The Contractor shall provide daily notification of work locations to the City's designated project representative. The Contractor shall also immediately notify the City in the event that a point repair is required or if lodged equipment causes a blockage, spill, or an overflow.
11. If, during the Contractor's operation in the collection system, evidence of an imminent or potential pipe collapse (such as pieces of pipe, fresh soil, or backfill are noted in the debris removed from the system), or other situations that would result in a public hazard, the Contractor shall immediately halt all work on that line segment and contact the City Project Administrator.
12. The Contractor shall make every reasonable effort to control sewer and other offensive odors in the areas surrounding the work by placing odor blocks, and venting or covering opened manholes, when required.
13. In the area where brush and other vegetation make access to the sewer mains designated for cleaning and inspecting less than desirable, and/or the route to the sewer access point(s) is not via a recorded easement, the Contractor shall provide its own access to sewer access points for the purpose of the cleaning and inspection. The Contractor will coordinate with property owners and/or residents to unlock gates, or secure livestock and/or pets during field activities. The Contractor shall respect all private and public property owner's rights. Any fence removal and replacement, clearing, mowing, and/or trimming of trees, bushes, grass, plants, etc. for the ingress and regress by the Contractor to a designated project site will be the Contractor's responsibility.
14. All customers that refuse to allow access, vegetation clearing, or any other work required by the Contractor shall be referred to the City Project Administrator as soon as practicable and documented in writing within 48 hours for action and follow-up to be conducted by the City.

B. Work and Materials Provided by the City

The Wastewater Division of Corpus Christi Water will provide the following at no cost to the Contractor:

1. Community awareness measures and project signage informing that sewer maintenance is scheduled with the Contractor.
2. Instructions on how to respond to the residents that approach the Contractor during the sewer cleaning and inspection process.
3. Legal and physical access to collection system manholes on the portions of sewer within the project limits.
4. Exposure of buried manholes and assistance in opening seized manhole lids that could not be accessed or opened by the Contractor using normal industry standard procedures.
5. Any excavation, opening, backfilling, and/or repair of sewers and/or streets required to remove the Contractor's equipment caught in the sewer pipe, due to sewer defects and not caused by the Contractor's negligence. See Section "Emergency Pipeline Blockage Plan".
6. The Contract Administrator will act as liaison between the Wastewater Division of Corpus Christi Water and the Contractor for the duration of the project.
7. This facility shall be the sludge-receiving unit located at the Greenwood Wastewater Treatment Plant (WWTP). A designated debris dump location to unload materials removed from the sewer pipes during cleaning will be assigned by City staff. This location is to be used only during the contract time limits, and only for sewers located in Corpus Christi that have been authorized to be cleaned in this contract. The Contractor shall be responsible for dumping wet sludge to the assigned sludge-receiving unit at the Greenwood WWTP and removing/hauling dewatered sludge from the Greenwood WWTP to a landfill for appropriate disposal as per relevant regulatory requirements. The Contractor shall maintain the housekeeping of the sludge-receiving unit and be responsible for all regulatorily

required tests for hauling dewatered sludge to landfill. Haulers are responsible for and required to have their own manifests and submit them with each load.

1.3 Work Site and Conditions

A. Traffic Control

1. The Contractor shall be responsible for and provide sufficient traffic control measures to ensure safe conditions and to minimize inconveniences to motorists. Temporary traffic control devices shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices, which provides several typical temporary traffic control plans that may be implemented into the project. The Contractor shall determine if revisions or modifications to these typical plans are required for any specific site and, when required by City staff, shall submit the plans to the Public Works -Traffic Engineering Department for approval. The Contractor is responsible for determining whether the traffic control is sufficient for road/traffic conditions and for acquiring any necessary permits from the City.
2. For work adjacent to, in, or under Texas Department of Transportation (TxDOT) right-of-way (ROW), the Contractor shall obtain all necessary TxDOT permits and strictly adhere to all provisions contained therein.
3. The Contractor shall furnish, install, move, replace, and maintain all necessary temporary traffic controls including, but not limited to, barricades, signs, barriers, cones, lights, signals, temporary striping and markers, flaggers, and the relocation of existing signs and devices as is necessary to safely complete the project.
4. Temporary traffic controls shall be measured and paid for on a per day basis. Payment for traffic control will be based on the roadway classification where traffic control measures are required. The four classifications to be utilized in this project are:
 - a. Arterials: Assumed to be 30% of work order sites. Arterial streets are those streets that bring traffic to and from the freeway and accommodate high volumes of cross-town traffic.
 - b. Collectors: Assumed to be 11% of work order sites. Collectors are defined as those streets that collect and distribute traffic to and from local streets, other collectors, arterials, and freeway frontage roads.

- c. Local Access Streets: Assumed to be 56% of work order sites. Local access streets are defined as those streets that provide access to individual residences, elementary schools, and parks within a neighborhood.
 - d. TxDOT ROWs: Assumed to be 3% of work order sites. TxDOT roadways/ROW are those operated and maintained by TxDOT.
5. These percentages are for information purposes only, are not guaranteed, and will vary from actual quantities awarded. Street classifications are defined, and may be referenced in the latest edition of the City of Corpus Christi Urban Transportation Plan, found on the City of Corpus Christi's website in the following location:
<http://www.cctexas.com/Assets/Departments/Development-Services/Files/design-standards/UrbanTransportationPlanMap.pdf>

B. Water Meters

1. The Contractor will obtain and place a refundable deposit on a City-provided hydrant meter to record water used for cleaning operations. Water will be provided **at no cost** to the Contractor, provided the Contractor submits monthly use records, as required by the City Project Administrator.
2. The Contractor will be allowed to use hydrants that are near the work being performed and will adhere to any restrictions in the event that specific areas are not available to obtain water. The Contractor will use caution when opening and closing hydrants to prevent surges, damage to hydrants, or turbidity within the water main. The Contractor will be responsible for any loss or neglectful damage to the hydrant meter and any damages to hydrants; it is the Contractor's responsibility to connect to hydrants that are observed to be in good condition. The City may withhold final payment until the water meter is returned in good condition.

C. Existing Utilities

1. The Contractor shall be held responsible for the protection of existing utilities, as well as damage that may occur as a result of the operations. The Contractor shall be responsible for temporarily relocating utilities for the convenience of the Contractor. In areas where existing utilities are within, and adjacent to the established limits of work, and could be damaged as a result of the Contractor's operations, the Contractor shall take all necessary precautions to protect such

utilities from damage. Furthermore, in the event that damage to other utilities occur, the Contractor shall be fully responsible for the repair of any such damage without additional costs to the City, or the affected utility owner.

2. It shall be the Contractor's responsibility to determine the exact location of existing utilities that impact their work.
3. Where overhead power lines are in close proximity to the work, the Contractor shall comply with all state and local regulations and laws and contact, if necessary, the appropriate owner, generally American Electric Power (AEP) or Nueces Electric Cooperative (NEC).

1.4 Safety

1. The work contemplated under this project involves activities in and around confined spaces. The Contractor, and/or a Contractor-independently-retained employee, and/or safety consultant shall implement a confined space entry program in accordance with OSHA standards to govern the presence and activities associated with working in and around confined spaces.
2. The Contractor shall maintain a copy of the Confined Space Entry Program on-site at all times. The Contractor shall take all necessary actions to ensure that the Contractor's employees have read, understand, and follow the plan. All employees to be utilized in confined space entry work must present certificates indicating confined space entry training by an entity certified to teach such training, as defined by OSHA.

A. Pre-Work Submittals

1. The submittal above shall be provided to the Contract Administrator after the Notice to Proceed of the contract, but before commencing the work. In providing approval of the above submissions, the City assumes no liability for the effectiveness of the plans and/or procedures. In no way does approval by the City relieve the Contractor of any liability under the contract. The required submittals are described in the following sections.
2. Contractor shall submit the following for approval:

- a. Residential Notification Letter will be provided by the Contractor.
- b. Vehicular and Pedestrian Traffic Control Plan and Procedures
 - i. The Contractor shall prepare and submit a generic traffic control plan that describes the measures that will be taken to control vehicular and pedestrian traffic during the course of the project in areas where normal traffic flow will be distributed by the Contractor's operations.
 - ii. During the course of the cleaning and inspection of the wastewater collection system, it may become necessary or desirable to disrupt the normal flow of vehicular or pedestrian traffic in the work area. These disruptions shall be minimized and carried out in compliance with the City of Corpus Christi rules and regulations, regarding temporary traffic control and/or in compliance with other local entities having jurisdiction over the control and disruption of normal traffic flow.
 - iii. The Contractor shall also comply with the TxDOT Manual on Uniform Traffic Control Devices and standards for traffic control in work areas. In the case of a conflict between standards, the local codes will govern.
 - iv. Any traffic control effort on major streets, arterials, or divided roads shall be submitted to the City's Traffic Engineering division for approval prior to implementing the traffic control plan. The Contractor is responsible for coordination of traffic control measures between local entities including, but not limited to, the City of Corpus Christi. The Contractor shall identify the locations of the area where permits are required for work in right-of-way permits, if necessary, identified by the Contractor upon ten (10) days advance notice by the Contractor of the requirement of the permits. The plan should cover all project areas and should have facilities and contingencies to cover all potential traffic-related situations.
- c. Sanitary Sewer Overflow/Spill Response Plan
 - i. The Contractor shall prepare and submit a detailed Sanitary Sewer Overflow/Spill Response Plan that describes, in detail,

the measures that the Contractor will implement in the event that the unauthorized and untreated wastewater is discharged from the collection system as a result of the Contractor's operations.

- ii. The City Project Administrator shall approve the plan prior to commencing work. Approval of the plan does not, in any way, relieve the Contractor of any liability under the contract. The plan shall include the following components as a minimum:
 - Sewage containment procedures
 - Emergency notification
 - Sewage cleanup procedures
 - Flow control/bypass flow control and plan
- iii. The Contractor will be held liable for fines and costs, direct and indirect, associated with sanitary sewer overflow/spills that are caused, directly or indirectly, by its operations. The plan should cover work areas and should have facilities and contingencies to cover all potential sanitary sewer overflow abatement situations.

d. Emergency Pipeline Blockage Plan

- i. The Contractor shall prepare and submit a detailed Emergency Pipeline Blockage Plan that describes, in detail, the measures that the Contractor will implement in the event that the equipment being utilized by the Contractor, or its agents, becomes lodged in the pipeline and is not retrieved by non-intrusive methods.
- ii. The City Project Administrator shall approve the plan prior to commencing work. Approval of the plan does not, in any way, relieve the Contractor of any liability under the contract, at a minimum, the plan shall include the following components.
 - Sewage containment procedures
 - Emergency notification plan
 - Sewage cleanup procedures
 - Equipment removal
- iii. The Contractor shall be responsible for the removal of equipment using non-intrusive methods. The Contractor will

not utilize any intrusive methods other than via existing manholes or structures. In situations where it will be required to open the pipe for intrusive removal of equipment, the Contractor shall contact the City immediately so the City can coordinate the removal of equipment for the Contractor.

- iv. If the cause of equipment removal is due to Contractor negligence, the City will perform the operation and will in turn charge the Contractor for such work, including material, equipment, labor, and overhead for repairs to pipelines, manholes, appurtenances, and surface restoration.
 - v. If the removal is due to sewer defects that were unforeseen or not avoidable, as determined by the City, the City will provide at no cost to the Contractor.
 - vi. The Contractor will be held liable for any fines and/or costs, direct and indirect, associated with sanitary sewer overflow/spill and/or sewer blockages that are caused, directly or indirectly, by its operation.
 - vii. The plan should cover all project areas and should have facilities and contingencies to cover all potential pipe blockage and overflow situations.
- e. Health and Safety Plan (including a Confined Space Entry Plan)
- i. The Contractor shall submit a Health and Safety Plan in accordance with OSHA Standards 29 CFR 1910 and 1926 to the City Project Administrator at or prior to the project kickoff meeting. The Health and Safety Plan will be submitted and reviewed prior to the start of work.
 - ii. The Health and Safety Plan shall clearly state the hazardous substances that may be encountered during the course of the project, and the protective safety procedures and equipment requirements for all tasks to be performed. Additional health and safety documents required are:
 - A written Hazard Communication and written Confined Space Entry Program, in accordance with City and OSHA standards.
 - Safety Data Sheet file

- Operation guides and manuals for all equipment to be utilized on the project.
 - OSHA forms 101 and 200
- iii. The Contractor shall post all documentation as required by OSHA and the City and the Contractor shall require all on-site employees to read, sign, and follow the Health and Safety Plan. A signed copy of the Health and Safety Plan shall be kept at the work site at all times. All Contractor employees shall be properly trained in accordance with applicable standards and regulations. The City shall not be responsible for any hazardous materials uncovered or revealed at any site where work is being performed during this project.
 - iv. The Contractor shall immediately notify the City Project Administrator of any suspected hazardous materials before or during the performance of work and shall take all necessary precautions to avoid the further spread or contamination of the environment by the materials.

f. Sewage Backup/Building Remediation Services

g. Quality Control and Assurance Plan

1.5 Pipe Cleaning

Technical Provisions

1. General

The work covered by these specifications consists of furnishing all equipment, materials, labor, supervision, and incidental items necessary to perform the cleaning of the sanitary sewer collection system. Equipment shall be capable of cleaning and inspecting spans of sewer lines up to 1,500 linear feet or greater.

2. Cleaning Requirements

The Corpus Christi Water Pre-Treatment Division must inspect all equipment used by the Contractor to clean sewer lines or capture and transport debris and material removed from the sewer collection system. Contact the Contract Project Administrator to schedule an inspection.

3. Equipment Requirements

A. High-Velocity Jet (hydro cleaning) Equipment

- a. All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The Contractor shall have a selection of two or more high-velocity nozzles.
- b. The nozzles shall be capable of producing a scouring action from 10 to 60 degrees in all size lines designated to be cleaned. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reels.

B. Hydraulically Propelled Equipment

- a. The equipment used shall be of a moveable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against the flooding of the sewer. The moveable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure grease removal.
- b. If sewer cleaning balls or other equipment that cannot be collapsed are used, special precautions to prevent the flooding of the sewers and public or private property shall be taken by the Contractor. Damages or claims resulting from backups and flooding shall be the responsibility of the Contractor.

C. Mechanically Powered Equipment

- a. Bucket and/or winch machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines will be belt-operated or have an overload device. Machines with a direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or a continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specially heat-treated steel.

D. Jet Vac (vactor) Cleaning Equipment

Vactor cleaning equipment as necessary to remove debris during cleaning operation.

4. Execution

A. General Sewer Line Cleaning

- a. Sewer line cleaning shall be performed with hydraulically propelled high-velocity jets, and/or mechanical power equipment. Equipment shall be based on field conditions, such as access to manhole, type and quantity of debris to be removed, size of sewer, and depth of flow. Selected equipment shall be capable of cleaning spans of sewer set-up unless authorized by the City Project Administrator.
- b. Hydraulic or mechanical means shall be used to remove all dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines. The Contractor shall provide a mechanism to prevent debris from moving downstream from the line segment being cleaned. The method of cleaning for each segment shall be based on site conditions and shall be approved by the Engineer.
- c. Cleaning shall start from the upstream reaches of the study area, or neighborhood, and progress downstream.

B. Pre-Cleaning Exploratory Investigation

Prior to commencing work on a line segment, the Contractor shall deploy an exploratory CCTV through the pipeline to determine approximate average debris levels and/or grout levels to determine classification of "Light to Medium Cleaning", "Heavy Cleaning", "Light to Medium Grout Cleaning", and "Heavy Grout Cleaning" for payment purposes. For pipe sections with normal wastewater debris, levels may be ascertained by debris levels at in-line manholes, with the concurrence of the Engineer.

C. Root Removal

Roots shall be removed within the cleaning limits and shall be considered part of the sewer cleaning procedures. Special attention should be given during the cleaning operations to ensure complete removal of roots from the joints. Chemical means of root control or removal **shall not** be used on this project.

D. Grease Removal

Grease shall be removed within the cleaning limits and shall be considered part of the sewer cleaning procedures. Special

attention should be given during the cleaning operations to ensure the complete removal of grease from the top of the pipe. Procedures may include the use of mechanical equipment, such as rodding machines, bucket machines, and winches using root cutters and porcupines, as well as equipment such as high-velocity jet cleaners and hot water. Chemical means of grease removal using Environmental Protection Agency (EPA) approved chemical degreaser **shall not** be used on this project **without prior authorization** from the Contract Project Administrator.

E. Manhole Cleaning

Walls shall be washed using high pressure jet capable of 1,500 psi. Debris from the vault or manhole shall be vacuumed and disposed of in the same manner as debris removed from the sewer main cleaning.

F. Debris Removal

- a. The Contractor shall dispose of debris removed from cleaning operations on this project at the Greenwood Wastewater Treatment Plant (WWTP) located at 1541 Saratoga Boulevard, Corpus Christi, Texas 78415, unless otherwise directed by the City Project Administrator. The Contractor shall coordinate dumping with the Corpus Christi Water at all times. The Contractor shall not be charged for disposal at the designated location for debris removed only from the City of Corpus Christi sewer system under this contract. The City will be responsible for the removal, cost, and disposal of dried solids. The Contractor will record debris volumes on the City of Corpus Christi Cleaning Logs. The Contractor shall not dispose of any debris from any other source(s) other than the City of Corpus Christi wastewater collection system at the Greenwood WWTP. Debris removal shall be included in the price bid for the various pipeline cleaning items.
- b. The Contractor will be responsible for obtaining and maintaining all necessary permits to transport sludge waste in the State of Texas and the City of Corpus Christi.

G. Cleaning and Inspection Notification

- a. The success of the Corpus Christi Water Sewer Cleaning and Inspection Program is dependent upon close coordination of the City and Contract activities affecting the Corpus Christi Water customers in an effort to maintain customer cooperation. The following are the requirements for notifying affected customers of cleaning and television inspection activities. All procedures must be followed.
- b. A notice ("flyer") shall be provided to each residence and business a minimum of two (2) full working days prior to working in the area. The notification flyer will inform the occupants of the purpose of the work, the possible events that may occur, and the telephone numbers to call if questions or problems arise. The master flyer for notification will be provided to the Contractor for use in making all necessary copies of the flyer on white paper for distribution to residences and businesses.
- c. The Contractor shall, on a daily basis, document all distribution of flyers. Documentation, at a minimum, shall include maps that show the areas that were notified, as well as the date and name of the person completing the notification. The Contractor shall provide this information to the Engineer and the City on a daily basis. The Contractor shall schedule work to be completed within five (5) full working days from the day that the notices are distributed. If the work is unable to be completed in the notified area before the end of the fifth full working day, the area will be re-notified.

H. Cleaning Precautions

- a. During sewer cleaning operations, satisfactory precautions shall be taken in the use of all cleaning equipment. When hydraulically propelled cleaning tools that depend on water pressure to provide their cleaning force, or tools that impede the flow in the sewer line are being used, precautions shall be taken by the Contractor to ensure that the water pressure created does not damage or cause flooding of public/private property being served by the sewer.
- b. When additional water from fire hydrants is necessary to avoid delays in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrants shall be obstructed in case of a fire in the area served by the hydrant or as restricted by the City. The Contractor shall use a double backflow prevention

device mounted on the fire hydrant in cases where the fire hose connected to the cleaning equipment is considered susceptible to contamination, regardless of the backflow configuration on the cleaning equipment.

- c. The Contractor shall be responsible for any damages caused by its actions during this project. The Contractor will comply with all City of Corpus Christi Water requirements.

I. Remediation of Backup into Buildings

- a. Backups into buildings that occur during cleaning, inspecting, or plugging require immediate remediation using the services of a local firm specializing in cleaning and disinfecting residences and businesses.
- b. Upon discovery that a backup has occurred, the Contractor will immediately notify the City Project Administrator who will investigate the incident. The Contractor shall dry up the spill immediately and dispatch the cleaning service to professionally clean and disinfect the area.
- c. The cleaning service firm shall be at the customer site within three (3) hours of notification of backup occurrence, or otherwise scheduled by customer. All communication will be through the City Project Administrator.
- d. Documentation of the remediation services provided shall be given to the City Project Administrator. In the event that the customer refuses the remediation services, the Contractor shall provide a business card and contact name to enable the customer to schedule a meeting with the City Project Administrator to gain access to the customer's property, shall be documented by the Contractor, and provided to the City Project Administrator.

J. CCTV Requirements

General

- a. Closed circuit television inspections will typically be done under one or more of the conditions listed below. Requirements for on-screen labeling during each line segment set up televising, video file labeling, and hard copy inspection reports will be specifically addressed. The Contractor shall neither request nor receive assistance from the City in the performance of work described in this specification.

- b. Unless otherwise specified and at the Contractor's expense, the Contractor shall provide for the control of wastewater flows and monitoring of the collection system for backups and surcharges, while flow control devices are in place.

Inspection Equipment and Methods

- a. Electronic inspections software that is National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) (version 7.0.4 or greater) compliant shall be used to record the condition of each pipe segment inspected. The minimum header information required for each inspection is presented in Header Field Checklist herein.
- b. Video inspection is to be performed in the field by a NASSCO PACP certified operator. The operator's name and NASSCO certification number is required on each inspection.
- c. The Contractor will perform closed circuit video inspections of the sewers using current state-of-the-art technology and trained employees. CCTV camera will use high-resolution color with an adjustable iris focus.
- d. The CCTV camera will have pan-and-tilt capabilities that allow up close and right-angled inspections of defects, and other significant observations. The video camera will be equipped with a minimum of 1000 feet of video cable. Lighting on video camera will be suitable to allow proper illumination and clear video image of the entire periphery of the pipe. The camera will be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system will produce a high-quality video image.
- e. The capture system shall have the capability of recording, digitizing, and storing single frames of video images and "real time" live video, as well as collecting, storing, and printing pipeline inspection data for graphic display and report generation. The imaging capture system shall store digitized picture images, have the ability to export picture files to industry standard formats (jpg or format acceptable to City Project Administrator), be transferable to flash drives, DVDs or hard drives, and have the ability to be printed. In every case, all observations will be recorded in the field

- by currently certified PACP operators, using PACP codes and protocols. Post inspection coding in an office **will not** be accepted.
- f. Footage distance measured by the video system will be accurate within 1% and will be used to determine footage for reporting and payment. The PACP distance between manholes (from exit wall to entrance wall) will be the reference point used to determine footage measurements. Video inspection will not exceed a traverse rate of 30 feet per minute, to ensure that the sewer line can be thoroughly examined by the City while reviewing video.
 - g. During the transit, the display must show the continued distance from the insertion manhole with an accuracy of +/- 1% of the actual length to help mark observations on the report form. The video must display all notable PACP observations and codes.
 - h. The Inspection Report shall consist of condition observations recorded using computer software generated formats conforming to NASSCO PACP version 7.0.4 or greater. Items considered notable include: deviations in alignment and grade, abnormal conditions of the pipe barrel and joints, locations and quantities of any sources of infiltration or inflow, dropped, broken, properly/improperly installed service taps, debris, roots, or other impediments to flow, and any other conditions that may either prevent the proper completion of the inspection or affect any proposed rehabilitation process. The camera should be panned and tilted at each (if any) observed connection.

Each pipe segment (manhole to manhole) shall be identified with an initial text screen and completed in accordance with PAPC's CCTV inspection form header instructions and shall be as follows:

Header Field Checklist			
Field #	Header Field	Mandatory	Required for this Project
1	Surveyed By	X	
1a	Certificate No.	X	
2	Owner		X
3	Customer		X
4	Drainage Area		
5	Sheet Number	X	
6	Purchase Order Number		
7	Pipe Segment Ref (PSR)	X	
8	Date	X	
9	Time		
10	Street	X	
10a	City	X	
11	Location Details		
12	Upstream MH No.		
13	Upstream MH Rim to Invert		
14	Upstream MH Grade to Invert		
15	Upstream MH Rim to Grade		
16	Downstream MH No.	X	
17	Downstream MH Rim to Invert		
18	Downstream MH Grade to Invert		
19	Downstream MH Rim to Grade		
20	Sewer Use		X
21	Direction	X	
22	Flow Control		X
23	Height	X	
24	Width	X	
25	Shape	X	
26	Material	X	
27	Lining Method		
28	Pipe Joint Length		X
29	Total Length		X
30	Length Surveyed		X
31	Year Laid		
32	Year Renewed		
33	Media Label		

34	Purpose		
35	Sewer Category		
36	Pre-Cleaning	X	
36a	Date Cleaned		X
37	Weather		X
38	Location		X
39	Additional Info. (Street or Easement)		X
40	Work Order #		X
41	Project		X
42	Pressure Value		

5. Flow Control

- A. The line shall be dewatered during inspection. A water jet cleaning unit will normally be running in advance of the television camera to allow for the highest quality picture, along with a 360-degree view of the pipeline. Dewatering shall remove standing water and visible moisture from the line segment to provide a clear 360-degree view of the pipe being televised. An excessively high water level, condensation resulting in a blurred lens, or a submerged camera may be grounds for rejection of the inspection.
- B. All sewer flow from intersecting lines, which cannot be drawn down with a hydraulic jet nozzle, shall typically be controlled through the use of in-line plugs and/or vacuum trucks, and to the inspection for all lines up to 60" (inches) in diameter. Plugs in intersecting lines shall be installed by the Contractor. The Contractor shall also monitor the upstream system for backups and surcharges, which may lead to Sanitary Sewer Overflows (SSOs). The Contractor shall immediately report all SSOs to the City Project Administrator and the City Call Center at (361)826-2489. Flow Control devices shall be installed in accordance with all applicable OSHA and plug manufacturer recommendations, including, but not limited to, confined space protocol. The Contractor certifies that all personnel working on the project have been trained in confined space, use of flow control devices per manufacturer recommendation, traffic controls, and hazards associated with working in wastewater collection systems.
- C. No bypass pumping is anticipated under this scope of work.

6. CCTV Reverse Set-Up

A CCTV reverse set-up is an attempt to view the line segment from the opposite direction due to an obstruction encountered during the initial set-up or a line segment that exceeds the 1000 feet CCTV cable length.

7. Easement Access

The Contractor will be responsible for providing equipment, including, but not limited to, portable CCTV equipment, vehicles capable of transporting TV equipment, and accessing remote easements, and adequate cleaning equipment to perform the cleaning and inspection of lines located within easement areas. Easement areas are defined as those areas not accessible to normal vehicular traffic.

8. Work Hours

Normal working hours shall be considered 8:00am to 5:00pm (0800 to 1700), Monday – Friday for the duration of the project. When authorized/required by the City Project Administrator, the Contractor may perform inspections during low flow periods to minimize impacts on traffic safety, or other various reasons as determined by the City.

9. Confined Space Entry

When necessary to complete cleaning and inspection activities (including, but not limited to, plugging, flow control, etc.), the Contractor may enter manholes. All pertinent OSHA regulations will be followed, and the Contractor will provide copies of confined space entry permits, if requested.

10. Deliverable

A. Television Inspection Logs

Electronic media inspection logs/records shall be kept by the Contractor and will clearly show the location, by distance in 1/10 of a foot, from the manhole wall, in relation to an adjacent manhole of each observation during inspection. In addition, other points of significance, such as locations of service connections, unusual conditions, roots, storm sewer connections, cracks,

fractures, broken pipe, presence of scale and corrosion, and other discernible features, as defined in the PACP defect codes, will be recorded on electronic media, and a copy of such records will be taken by the Contractor. Photographs shall be located by distance in 1/10 of a foot from the manhole wall, in relation to an adjacent manhole.

B. Electronic Media Recordings

- a. The purpose of electronic media recording shall be to supply a visual record of the entire line segment that may be viewed by Corpus Christi Wastewater. Each original electronic media recording of conditions and defects will be delivered to the City at least monthly, which summarizes the lines completed during the period. The submittal must agree with the monthly billing request in terms of unit quantities and electronic deliverables.
- b. The Contractor is required to provide NASSCO PACP complaint computer software-generated Inspection Report products to the Corpus Christi Wastewater, as a result of each work order issued. Acceptable submissions become the property of the City. The electronic recordings will have read-only software that will facilitate the viewing and printing of additional copies of the inspection report and the digital photographs. The CD, DVD-ROM, or hard drive will also include video that can be viewed. The electronic recordings will be compatible with Microsoft Windows 7 and will be delivered to the Corpus Christi Water within ten (10) calendar days of the last day of the performance period.

C. Quality Control

Inadequate main sewer preparatory cleaning, camera distortion, inadequate lighting, dirty or submerged lenses, and blurry or hazy pictures that are determined to be the fault of the Contractor will be cause for rejection of the inspection effort. If the City does not approve of the quality of the deliverables, the Contractor shall repeat the documenting process at no cost to the City.

D. Upon Completion of the Project

Submission of one properly labeled flash drive, hard drive, or DVD (as appropriate for the size of the project) will be required, along with one hard copy report. The media will be properly labeled to

identify the contents. The media will be labeled, either typed or neatly printed, with the following information on the cover/container with electronic text included on the root drive of the media:

- Project Name
- Work Order Number
- Contractor Name, Address, Contact Phone Number
- Date

- a. All required reports, databases, photographs, and video are to be from City-approved software generated formats. Hard copy reports will be printed single-side on 8 ½ "x 11" paper, in color to improve the definition of problem areas, and delivered with the media.
- b. The final project submittal must be reconciled with the monthly billing with regards to quantities of work completed or any exceptions noted.

	Hard Copy	On Media
1. Project Summary Report (pdf or approved equal)	X	X
2. CCTV Defect Listing Log (pdf or approved equal)	X	X
3. Condition Code Summary (pdf or approved equal)	X	X
4. Cleaning Log (pdf or approved equal)	X	X
5. NASSCO PACP Complaint Access Database		X
6. Video Files (mpeg, wmv, or approved equal)		X
7. Defect photographs (jpg or approved equal)		X
8. Cleaning Log Summary (xlsx or approved equal)		X

- c. One report is required for each project, which may consist of an entire main line. The Contractor's software must be approved before the first work order is initiated. The final submittal must include a table of contents that summarizes all line segments that were cleaned, televised, and inspected with CCTV logs, arranged in order by the PACP PSR identification number, beginning with the

lowest number up to the highest number. The Contractor shall submit a sample of the proposed report to the City for review and approval.

11. Measurement and Payment

A. Measurement

- a. The quantities for payment under each work order shall be determined by field measurement prior to the approval of the work order being issued.
- b. The City does not expressly or implicitly agree that the actual amount of the work to be done in the performance of the contract will correspond with the quantities in the Bid Form. The amount of work to be done may be more or less so that said quantities may be increased or decreased by the City as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the contract documents.

B. Payments

- a. Payments to the Contractor shall be made on the basis of the prices in the contract and shall constitute full and complete payment for furnishing all materials, labor, tools and equipment, providing all reports and data deliverables, and for performing all operations necessary to complete the work included in the work orders. Such compensation shall also include payments for any loss or damages arising, directly or indirectly, from the work or from any discrepancies between the actual quantities of work and those shown in the work orders. Unless otherwise noted in the contract, the prices include all costs and expenses for mobilization, including, but not limited to, taxes, labor, licenses, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, and the maintenance of traffic, along with any and all other costs and expenses for performing and completing the work, as describes in the delivery order and specified herein.
- b. The basis of payment for an item at the price shown in the contract shall be in accordance with its description of the item in the

Section, and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed in conformance with the work orders.

- c. The Contractor's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety, including the necessary reporting and documentation.

C. Payment Items

Mobilization

- i. Item No. 1 Sewer Cleaning, CCTV Job Mobilization

This price shall be per each mobilization for each sewer cleaning/inspection work order unless work crews are onsite and given continuous, consecutive work orders. Payment for job mobilization shall be for all items and shall be included in the lump sum price. This item will include all operations necessary for the preparatory work and operations in mobilizing to begin work on the project, including, but not limited to: multiple operations necessary for the movement of personnel equipment, supplies, and incidentals to the project site, sanitary and other facilities as required by these specifications and state and local laws and regulations, along with any other pre-construction expense necessary for the start of the work, permits and fees, construction schedules, shop drawings, temporary facilities, lay down storage area, construction aids, pre-construction documentation, traffic control devices, work associated with the Contract support during reviews and inspection, re-inspection and storage, and final clean-up.

D. Traffic Control

- a. Item No. 2 Arterial Streets Traffic Control for Five (5) Lanes or Greater
This lump sum price is per day for traffic control devices for arterial streets for each work order.
- b. Item No. 3 Collector Streets Traffic Control for Three (3) or Four (4) Lanes
This lump sum price is per day for traffic control devices for collector streets for each work order.
- c. Item No. 4 Local Access Streets Traffic Control

This lump sum price is per day for traffic control devices for residential streets for each work order.

d. Item No. 5 Texas Department of Transportation (TxDOT) Right of Way (ROW) for Traffic Control

This price is per day for traffic control devices for work adjacent to, in, or under TxDOT ROW for each work order.

e. Item No. 6 Changeable Variable Message Boards

Price and payment per day will be full compensation for furnishing, installing, operating, relocating, maintaining, and removing changeable message signs.

E. Line Cleaning

a. Item Nos. 7 – 19 Line Cleaning, Light to Medium Cleaning

- i. Light to medium cleaning is for pipes with 0% to 20% (inches of debris/diameter of pipe x 100) debris levels.
- ii. Pipe size shall be the diameter of the pipe or slip liner.
- iii. Measurement shall be made and based on the horizontal projection of the centerline of pipe in which cleaning was performed between manholes, measured to the nearest foot from inside wall of the manhole to the inside wall of the other manhole, and not including the manhole chamber.
- iv. Payment will be paid at the unit price per linear foot for the gravity main size.

b. Item Nos. 20-32 Line Cleaning, Heavy Cleaning

- i. Heavy cleaning is for pipes with 20% or greater (inches of debris/diameter of pipe x 100) debris levels.
- ii. Pipe size shall be the diameter of the pipe or slip liner.
- iii. Measurement shall be made and based on the horizontal projection of the centerline of pipe in which cleaning was performed between manholes, measured to the nearest foot from inside wall of the manhole to the inside wall of the other manhole, and not including the manhole chamber.
- iv. Payment will be paid at the unit price per linear foot for the gravity main size.

c. Item Nos. 33-45 Line Cleaning, Grout Removal, Heavy Cleaning

- i. Grout that is present in line due to faulty previous liner installation. For pipes with greater than 20% (inches of grout/diameter of pipe x 100) grout debris levels.

- ii. Pipe size shall be the diameter of the pipe or slip liner.
- iii. Measurement shall be made and based on the horizontal projection of the centerline of pipe in which grout cleaning was required and performed, measured to the nearest foot.
- iv. Payment will be made at the unit price per linear foot for the gravity main size.

d. Item No. 46 Reverse Set-Up

Reverse CCTV set-up shall only be measured and paid if an obstruction is encountered during the initial set-up that could not be removed, requiring the Contractor to relocate to another manhole, upstream or downstream of the original manhole, and/or if the segment length exceeds the cleaning hose (1500 feet) or CCTV cable (1000 feet) lengths. No reverse set-up fee will be authorized if the CCTV camera does not fit due to physical restrictions at the reverse location.

e. Item No. 47-54 Bucket Cleaning

- i. Measurement shall be based on the linear feet of sewer main televised.
- ii. Pipe size will be the diameter of the pipe or slip liner.
- iii. Payment will be at the contract unit price shown for linear feet and shall be full compensation for the item of work completed. The deliverables shall be acceptable to the City. If the deliverable is unacceptable, the Contractor shall re-televiser the sewer main to ensure that it is acceptable to the City, at the Contractor's cost. This unit price shall be provided full compensation for all work required, including but not limited to: mobilization, furnishing all labor, equipment and materials for cleaning, flow isolation, TV inspection and incidentals related to sewer main inspection.

F. CCTV Inspection

a. Item Nos. 52-64 CCTV Inspection

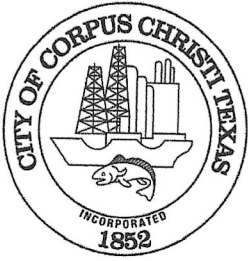
- i. Measurement shall be based on the linear feet of sewer main televised.
- ii. Pipe size shall be the diameter of the pipe or slip liner.
- iii. Payment will be at the contract unit price shown for linear feet and shall be full compensation for the item of work

completed. The deliverables shall be acceptable to the City. If the deliverable is unacceptable, the Contractor shall re-televise the sewer main to ensure that it is acceptable to the City, at the Contractor's cost. The unit price shall provide full compensation for all work required, including, but not limited to mobilization, furnishing all labor, equipment and materials for cleaning, flow isolation, TV inspection, and all incidentals related to sewer mains inspection.

G. Dry Solids Removal and Hauling

a. Item No. 65 Dry Solids Removal and Hauling

- i. This price shall be for dry solids removal and hauling from Greenwood WWTP drying beds to landfill; per 12yd dump truck load).



CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT BID FORM

RFB No. 4875

Closed Circuit Televised (CCTV) Cleaning and Inspection
of Large Diameter Wastewater Lines

Date: 7-10-23

PAGE 1 OF 4

Bidder: Aims CompaniesAuthorized
Signature:

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
 - b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description		Unit	12- Month Qty.	Unit Price	Total Price *
1.	JOB MOBILIZATION	SEWER CLEANING, CCTV	EA	6	500.00	3,000.00
2.	TRAFFIC CONTROL	ARTERIAL STREET	DAY	20	300.00	6,000.00
3.	TRAFFIC CONTROL	COLLECTOR STREET	DAY	10	300.00	3,000.00
4.	TRAFFIC CONTROL	LOCAL ACCESS STREET	DAY	20	300.00	6,000.00
5.	TRAFFIC CONTROL	TXDOT ROW	DAY	5	2,000.00	10,000.00
6.	TRAFFIC CONTROL	CHANGEABLE VARIABLE	DAY	40	100.00	4,000.00

		MESSAGE BOARDS (EA)				
7.	LIGHT TO MEDIUM CLEANING	10" PIPE SIZE	LF	3000	2.00	6,000.00
8.	LIGHT TO MEDIUM CLEANING	12" PIPE SIZE	LF	2000	2.00	4,000.00
9.	LIGHT TO MEDIUM CLEANING	16" PIPE SIZE	LF	2000	2.00	4,000.00
10.	LIGHT TO MEDIUM CLEANING	18" PIPE SIZE	LF	2000	2.00	4,000.00
11.	LIGHT TO MEDIUM CLEANING	20"-21" PIPE SIZE	LF	600	2.00	1200.00
12.	LIGHT TO MEDIUM CLEANING	24" PIPE SIZE	LF	500	2.70	1350.00
13.	LIGHT TO MEDIUM CLEANING	27" PIPE SIZE	LF	500	2.70	1350.00
14.	LIGHT TO MEDIUM CLEANING	30" PIPE SIZE	LF	500	5.40	2700.00
15.	LIGHT TO MEDIUM CLEANING	36" PIPE SIZE	LF	1000	5.40	5,400.00
16.	LIGHT TO MEDIUM CLEANING	42" PIPE SIZE	LF	500	6.00	3,000.00
17.	LIGHT TO MEDIUM CLEANING	48" PIPE SIZE	LF	500	6.00	3,000.00
18.	LIGHT TO MEDIUM CLEANING	54" PIPE SIZE	LF	1000	8.75	8750.00
19.	LIGHT TO MEDIUM CLEANING	60" PIPE SIZE	LF	1000	8.75	8750.00
20.	HEAVY CLEANING	10" PIPE SIZE	LF	3000	6.00	18,000.00
21.	HEAVY CLEANING	12" PIPE SIZE	LF	3000	6.00	18,000.00
22.	HEAVY CLEANING	16" PIPE SIZE	LF	2000	6.00	12,000.00
23.	HEAVY CLEANING	18" PIPE SIZE	LF	1000	7.00	7,000.00
24.	HEAVY CLEANING	20"-21" PIPE SIZE	LF	1000	7.00	7,000.00
25.	HEAVY CLEANING	24" PIPE SIZE	LF	3000	11.00	33,000.00
26.	HEAVY CLEANING	27" PIPE SIZE	LF	3000	11.00	33,000.00
27.	HEAVY CLEANING	30" PIPE SIZE	LF	3000	22.00	66,000.00
28.	HEAVY CLEANING	36" PIPE SIZE	LF	4000	22.00	88,000.00
29.	HEAVY CLEANING	42" PIPE SIZE	LF	1000	25.50	25,500.00
30.	HEAVY CLEANING	48" PIPE SIZE	LF	2000	25.50	51,000.00
31.	HEAVY CLEANING	54" PIPE SIZE	LF	1000	37.00	37,000.00

32.	HEAVY CLEANING	60" PIPE SIZE	LF	1000		
33.	HEAVY GROUT REMOVAL CLEANING	10" PIPE SIZE	LF	200	37.00	37,000.00
34.	HEAVY GROUT REMOVAL CLEANING	12" PIPE SIZE	LF	200	15.00	3,000.00
35.	HEAVY GROUT REMOVAL CLEANING	16" PIPE SIZE	LF	300	15.00	4,500.00
36.	HEAVY GROUT REMOVAL CLEANING	18" PIPE SIZE	LF	500	20.00	10,000.00
37.	HEAVY GROUT REMOVAL CLEANING	20"-21" PIPE SIZE	LF	300	20.00	6,000.00
38.	HEAVY GROUT REMOVAL CLEANING	24" PIPE SIZE	LF	1000	24.00	24,000.00
39.	HEAVY GROUT REMOVAL CLEANING	27" PIPE SIZE	LF	1000	24.00	24,000.00
40.	HEAVY GROUT REMOVAL CLEANING	30" PIPE SIZE	LF	300	28.00	8,400.00
41.	HEAVY GROUT REMOVAL CLEANING	36" PIPE SIZE	LF	1000	28.00	28,000.00
42.	HEAVY GROUT REMOVAL CLEANING	42" PIPE SIZE	LF	400	35.50	14,200.00
43.	HEAVY GROUT REMOVAL CLEANING	48" PIPE SIZE	LF	400	35.50	14,200.00
44.	HEAVY GROUT REMOVAL CLEANING	54" PIPE SIZE	LF	100	53.00	5,300.00
45.	HEAVY GROUT REMOVAL CLEANING	60" PIPE SIZE	LF	100	53.00	5,300.00
46.	REVERSE SET-UP	ALL PIPE SIZES	EA	30	5.00	150.00
47.	BUCKET CLEANING	36" PIPE SIZE	LF	2000	3.00	6,000.00
48.	BUCKET CLEANING	42" PIPE SIZE	LF	2000	3.00	6,000.00
49.	BUCKET CLEANING	48" PIPE SIZE	LF	2000	3.00	6,000.00

\$14,200

\$14,200

[Handwritten signature]
[Handwritten signature]

50.	BUCKET CLEANING	54" PIPE SIZE	LF	2000	3,00	6000,00
51.	BUCKET CLEANING	60" PIPE SIZE	LF	500	3,00	1500,00
52.	CCTV	10" PIPE SIZE	LF	3000	.50	1500,00
53.	CCTV	12" PIPE SIZE	LF	3000	.50	1500,00
54.	CCTV	16" PIPE SIZE	LF	2000	.50	1000,00
55.	CCTV	18" PIPE SIZE	LF	2000	.50	1000,00
56.	CCTV	20"-21" PIPE SIZE	LF	3000	.50	1500,00
57.	CCTV	24" PIPE SIZE	LF	5000	.50	2500,00
58.	CCTV	27" PIPE SIZE	LF	3500	.50	1750,00
59.	CCTV	30" PIPE SIZE	LF	3000	.50	1500,00
60.	CCTV	36" PIPE SIZE	LF	3000	.50	1500,00
61.	CCTV	42" PIPE SIZE	LF	1200	.50	600,00
62.	CCTV	48" PIPE SIZE	LF	1000	.50	500,00
63.	CCTV	54" PIPE SIZE	LF	1000	.50	500,00
64.	CCTV	60" PIPE SIZE	LF	1000	.50	500,00
65.	DRY SOLIDS REMOVAL AND HAULING	12 YD TRUCK LOAD	EA	10	110,00	1100,00
Total					\$ 3937,55	\$705 650,00

DJ

* The correct price is \$710,500.00

DJ

Attachment C-Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this agreement until all insurance required herein has been obtained and approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of the subcontractor Agency has been obtained.

2. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured for the General Liability and Auto Liability policies **by endorsement**, and a waiver of subrogation is required on all applicable policies. **Endorsements** must be provided with COI. Project name and/or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence
AUTO LIABILITY (including) 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
Employer's Liability	\$500,000 / \$500,000 / \$500,000
POLLUTION LIABILITY (Including Cleanup and Remediation)	\$1,000,000 Per Occurrence

3. In the event of accidents of any kind related to this project, Consultant must furnish the Risk Manager with copies of all reports of such accidents within 10 days of the accident.

Additional Requirements –

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. An All States endorsement shall be required if consultant is not domiciled in the State of Texas.
2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
3. Contractor shall be required to submit replacement Certificate of Insurance to City at the address provided below within 10 days of any change made by the Contractor or as requested by the City. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. **Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy.
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and

- Provide 30 calendar days advance written notice directly to City of any cancellation, non-renewal, material change or termination in coverage and not less than ten calendar days advance written notice for nonpayment of premium.
5. Within five calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
 6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Contractor demonstrates compliance with the requirements hereof.
 7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
 8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2023 Insurance Requirements

Ins. Req. Exhibit **4-C**

Contracts for General Services – Services Performed Onsite - Pollution

05/10/2021 Risk Management – Legal Dept.

Revised 11.30.20

Attachment D - Warranty Requirements

"No manufacturer's warranty required for this Agreement."

ATTACHMENT E

WASTEWATER CONSENT DECREE

Special Conditions

Special Project procedures are required from the CONTRACTOR as specified herein. The CONTRACTOR shall implement and maintain these procedures at the appropriate time, prior to and during performance of the work.

The following special conditions and requirements shall apply to the Project:

I. Consent Decree Notice Provision – The City of Corpus Christi (“City”), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 2:20-cv-00235, United States of America and State of Texas v. City of Corpus Christi in the United States District Court for the Southern District of Texas, Corpus Christi Division (the “Consent Decree”). A copy of the Consent Decree is available at

<https://www-cdn.cctexas.com/sites/default/files/CC-Consent-Decree.pdf>

By signature of the Contract, CONTRACTOR acknowledges receipt of the Consent Decree.

II. Performance of work. CONTRACTOR agrees that any work under this Contract is conditioned upon CONTRACTOR’s performance of the Work in conformity with the terms of the Consent Decree. All Work shall be performed in accordance with the Design Criteria for Wastewater Systems under Title 30 Chapter 217 of the Texas Administrative Code, 30 Tex. Admin. Code Ch. 217, and using sound engineering practices to ensure that construction, management, operation and maintenance of the Sewer Collection System complies with the Clean Water Act. Work performed pursuant to this contract is work that the City is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree and any other terms and provisions of this Contract or the Contract Documents, the terms and provisions of this Consent Decree shall prevail.

III. Retention of documents – CONTRACTOR shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form) in its or its sub-contractors’ or agents’ possession or control, or that come into its or its sub-contractors’ or agents’ possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the “Information”). This retention requirement shall apply regardless of any contrary

city, corporate or institutional policy or procedure. CONTRACTOR, CONTRACTOR's sub-contractors and agents shall retain and shall not destroy any of the Information until five years after the termination of the Consent Decree and with prior written authorization from the City Attorney. CONTRACTOR shall provide the City with copies of any documents, reports, analytical data, or other information required to be maintained at any time upon request from the City.

IV. Liability for stipulated penalties – Article IX of the Consent Decree provides that the United States of America, the United States Environmental Protection Agency and the State of Texas may assess stipulated penalties including interest against the City upon the occurrence of certain events. To the extent that CONTRACTOR or CONTRACTOR's agents or sub-contractors cause or contribute to, in whole or in part, the assessment of any stipulated penalty against the City, CONTRACTOR agrees that it shall pay to City the full amount of any stipulated penalty assessed against and paid by City that is caused or contributed to in whole or in part by any action, failure to act, or failure to act within the time required by any provision of this contract. CONTRACTOR shall also pay to City all costs, attorney fees, expert witness fees and all other fees and expenses incurred by City in connection with the assessment or payment of any such stipulated penalties, or in contesting the assessment or payment of any such stipulated penalties. In addition to any and all other remedies to which City may be entitled at law or in equity, CONTRACTOR expressly authorizes City to withhold all amounts assessed and paid as stipulated penalties, and all associated costs, fees, or expenses from any amount unpaid to CONTRACTOR under the terms of this contract, or from any retainage provided in the contract.