

SERVICE AGREEMENT NO. 5528

Closed Circuit Televised (CCTV) Inspection, Cleaning of Stormwater Line

THIS **Closed Circuit Televised (CCTV) Inspection, Cleaning of Stormwater Line 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) Inspection, Cleaning of Stormwater Line in response to Request for Bid/Proposal No. 5528 ("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) Inspection, Cleaning of Stormwater Line ("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 \$1,380,178.75, subject to approved extensions and changes. Payment will be made for Services performed 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: Velma Pena
Department: Public Works
Phone: 361-826-1933
Email: VelmaP@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: Velma Pena
Title: Contracts/Funds Administrator
Address: 2525 Hygeia St., Corpus Christi, Texas 78415
Phone: 361-826-1933
Fax: 361-826-1627

IF TO CONTRACTOR:

CSI Consolidated, LLC, dba AIMS Companies
Attn: David Groce
Title: Manager
Address: 3405 Almeda Genoa Rd., Houston, Texas 77047

Phone: 281-485-8816

Fax: 281-485-8820

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.

CONTRACTOR

DocuSigned by:
Signature: Steven Hudson
07415DF0FE2C4A1...
Printed Name: Steven Hudson
Title: COO
Date: 4/16/2024

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

- Incorporated by Reference Only:**
Exhibit 1: RFB/RFP No. 5528
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 stormwater line within the City's right-of-way and on public property as outlined in this Scope of Work.

1.2 Scope of Work

A. General

- a. 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 stormwater inventory as shown on the bid form. 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 legal transport and disposal of materials generated by the cleaning process.
- b. The Public Works Department will provide reference maps highlighting the stormwater line segments to be cleaned and inspected during this project.
- c. The Public Works Department will provide reference ID asset numbers for all manholes and pipelines on the maps. These reference numbers shall be utilized by the Contractor(s) 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 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.
- d. It shall be the responsibility of the Contractor(s) to adhere to all applicable 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").

- e. The Contractor shall obtain all required municipal and other governmental license and permits. The Contractor shall obtain approval or consent from utilities or carriers, such as a 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 preclude 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.
- f. 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 private lands to which assess is required for performance of the work under contract. The Contractor shall obtain written permission for access to private property where easement is inadequate.
- g. 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, stormwater system records etc., as provided by the City. The Contractor shall request these documents as least five days in advance.
- h. 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.
- i. The Contractor shall have the ability to communicate with the City at all times.
- j. 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.

- k. 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 work on that line segment and contact the City Administrator.
 - l. In the area where brush and other vegetation make access to the stormwater mains designated for cleaning and inspecting less than desirable and/or the route to the access point(s) is not via a recorded easement, the Contractor shall provide its own access for the purpose of cleaning and inspection. Contractor will coordinate with property owner/resident 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.
 - m. All customers that refuse to allow access, vegetation clearing, or any other work required by the Contractor shall be referred to the City Administrator as soon as practicable and documented in writing within 48 hours for City action and follow up.
 - n. The Contractor is responsible for disposing of all materials removed from the stormwater pipes during cleaning.
- B. Work and Materials Provided by the City
- The Public Works Department will provide the following at no cost to the Contractor:
- a. Community awareness measures and project signage informing that stormwater maintenance is scheduled with the Contractor.
 - b. Instructions on how to respond to residents that approach the Contractor during the stormwater cleaning and inspection process.

- c. Legal and physical access to collection system manholes on the portions within the project limits.
- d. 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.
- e. Any excavation, opening, backfilling, and/or repair of stormwater lines, and/or streets, required to remove the Contractor's equipment caught in the stormwater pipe due to defects and not caused by the Contractor's negligence. See Section on "Emergency Pipeline Blockage Plan".
- f. The Contract Administrator will act as liaison between the Public Works Department and the Contractor for the duration of the project.

C. Existing Utilities

- a. The Contractor shall be held responsible for the protection of existing utilities, as well as all 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 cost to City or the affected utility owner.
- b. It shall be the Contractor's responsibility to determine the exact location of existing utilities that may impact their work.
- c. 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 AEP or Nueces Electric Cooperative.

1.3 Traffic Control

- A. The Contractor shall be responsible for providing 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 a

number of 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 Traffic 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.

- B. For work adjacent to, in, or under TxDOT ROW, the Contractor shall obtain all necessary TxDOT permits and strictly adhere to all provisions contained therein.
- C. 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 detours, temporary striping and markers, flag-men and such temporary devices, and the relocation of existing signs and devices as necessary to safely complete the project.
- D. Temporary traffic controls shall be measured and paid on a per day basis. Payment for traffic control will be based on the roadway classification where traffic control measures are required.

1.4 Safety

- A. The work identified for this project involves activities in and around confined spaces. The Contractor and/or a Contractor-independently-retained employee 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. The Contractor shall, as a function of the Health and Safety Plan, implement a confined space entry program.
- B. 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 and the employees of other contractors 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.
- C. The Contractor shall submit a copy of the Confined Space Entry Program to the Contract Administrator after the Notice to Proceed of the Contract but before commencing with the work. The City assumes no liability for the effectiveness of the plans and/or procedures and in no way does this submittal relieve the Contractor of any liability under the contract.
- D. Prior to beginning work, Contractor shall submit the following for approval:
 - a. Resident Notification Letter (Sample Letter Included)

- 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 disrupted by the Contractor's operations.
 - ii. During the course of the cleaning and inspection of the stormwater system, it may become necessary or desirable to disrupt the normal flow of vehicular or pedestrian traffic in work area. These disruptions should 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 Texas Department of Transportation 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 Traffic Engineering Department 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 area where permits are required for work in right-of-ways in this plan. The City Administrator shall provide the 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. 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 that is being utilized by the Contractor or his agents becomes lodged in the pipeline and is not retrieved by non-intrusive methods.
 - ii. 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 contract the City immediately so that the City can coordinate the removal of equipment for the Contractor.

- iii. 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.
 - iv. The plan should cover all project areas and should have facilities and contingencies to cover all potential pipe blockage situations.
- d. Health and Safety Plan (Including a Confined Space Entry Plan)
- i. The Contractor shall submit a Health and Safety Plan in accordance with Occupational Safety and Health Administration (OSHA) Standards 29 CFR 1910 and 1926 to the City 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 200 and 101
 - iii. The Contractor shall post all documentation as required by OSHA and the City and the Contractor shall require all on-site employees and subcontractors 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 and subcontractors 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 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.
- e. Quality Control and Assurance Plan.

1.5 Pipe Cleaning

Technical Provisions

A. General

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

B. Cleaning Requirements

- a. The City of Corpus Christi Public Works Department Pre-Treatment Division must inspect all equipment used by the Contractor to clean stormwater lines or capture and transport debris and material removed from the stormwater collection system. Contact Contract Administrator to schedule the inspection. All cleaning equipment and hauling vehicles used on this project must also be registered with the TCEQ, and proof of this registration must be provided to the City prior to any work being performed under the contract.

C. Equipment Requirements

a. High-Velocity Jet (Hydro-Cleaning) Equipment

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

b. Hydraulically Propelled Equipment

- i. The equipment used shall be of a movable 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 stormwater system. The movable 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.

c. Mechanically Powered Equipment

- i. 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

- i. Vactor cleaning equipment as necessary to remove debris during cleaning Operation.

D. Execution

a. General Stormwater Line Cleaning

- i. Stormwater 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 stormwater line, and depth of flow. Selected equipment shall be capable of cleaning spans of stormwater main at a minimum of up to 1,500 linear feet without the need for a reverse set-up unless authorized by the City Administrator.
- ii. Hydraulic or mechanical means shall be used to remove all dirt, grease, rocks, sand and other materials and obstructions from the stormwater 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.
- iii. Cleaning shall start from the upstream reaches of the study area or neighborhood and progress downstream.

b. Root Removal

- i. Roots shall be removed within the cleaning limits and shall be considered part of stormwater 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.

c. Manhole Cleaning

- i. 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 same manner as debris removed from the stormwater main cleaning.

d. Debris Disposal

- i. The Contractor shall dispose of debris removed from cleaning operations on this project at the Greenwood WWTP, location at 1541 Saratoga Boulevard, Corpus Christi, Texas 78415, unless otherwise directed by the City Administrator. The Contractor shall coordinate

dumping with the City Public Works Department 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's stormwater lines 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's stormwater collection system at the Greenwood WWTP. Debris removal shall be included in the bid price for the various pipe line cleaning items in an appropriate fashion and in accordance with all state as well as local regulations regarding waste disposal.

- ii. The Contractor has the option of using the City's de-watering facilities. The City has six drying beds, each with a 1-foot high containment wall each with an area of about 2,300 square feet. These drying beds are at the Greenwood WWTP. The Contractor would be required to haul and handle material to, at, and from the facility. All work required within the treatment plant shall be in accordance with the requirements set forth by the Plant Supervisor. The use of drying beds would be subject to prior approval of the facility

e. Cleaning and Inspection Notification

- i. The success of the Corpus Christi Public Works Department Stormwater Cleaning and Inspection Program is dependent upon close coordination of the City and Contractor activities affecting the City of Corpus Christi Public Works Department 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:
- ii. 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.
- iii. 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) 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 five working days, the area will be re-notified

f. **Cleaning Precautions**

- i. During stormwater cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (that depend upon water pressure to provide their cleaning force) or tools that retard the flow in the stormwater line are used, precaution shall be taken by the Contractor to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the stormwater line.
- ii. 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.
- iii. 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 Public Works Department requirements.

1.6 CCTV Requirements

A. **General**

- a. Closed circuit television inspection will typically be done under one or more of the methods 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. **Inspection Equipment and Methods**

- a. Electronic inspections software that is NASSCO PACP (latest edition) 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 Pipeline Assessment and Certification Program (PACP) certified operator. The operator 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 defected 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 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 stormwater 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/codes.

- h. The Inspection Report shall consist of conditions observations recorded using computer software generated formats conforming to NASSCO PACP version 6.0 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 service connection.
- i. Each pipe segment (manhole to manhole) shall be identified with an initial text screen and completed in accordance with Pipeline Assessment and Certification Program (PACP)'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	P/O 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.	X	
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 MG 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	W/O #		X
41	Project		X
42	Pressure Value		

C. CCTV Reverse Set-Up

- a. A CCTV reserve 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.

D. Easement Access

- a. 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.

E. Work Hours

- a. Normal working hours shall be considered 8 AM to 5 PM, Monday – Friday for the duration of the project. When authorized/required by the City Administrator, the Contractor may perform inspection to be done during low flow periods, to minimize impacts on traffic safety, or for other reasons determined by the City.

F. Confined Space Entry

- a. When necessary to complete cleaning and inspection activates (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 spaces entry permits, if requested.

G. Deliverable

- a. Television Inspection Logs Electronic media inspection logs/record 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, stormwater connections, unusual conditions, roots, stormwater 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
 - i. The purpose of electronic media recording shall be to supply a visual record of the entire line segment that may be viewed by the City. Each original electronic media recording of conditions and defeats 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.
 - ii. The Contractor is required to provide NASSCO PACP compliant computer software-generated Inspection Report products to the City, as a result of each work order issued. Acceptable submission become the property of the City. The electronic recordings will have

ready-only software that will facilitate the viewing and printing of additional copies of the inspection report and the digital photographs. The CD or hard drive will also include video that can be viewed. The electronic recordings will be compatible with Microsoft Windows latest version and will be delivered to the Public Works Department within ten (10) calendar days of the last day of the performance period.

H. Quality Control

a. Inadequate main stormwater preparatory cleaning, camera distortion, inadequate lighting, dirty or submerged lens, 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.

I. Upon Completion of the Project

a. Submission of one properly labeled flash drive or hard drive (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:

- i. Project Name
- ii. Work Order
- iii. Contractor Name, Address, Contact Number
- iv. Date

b. 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.

c. 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)	✓	✓
2. CCTV Defect Listing Log (PDF or Approved Equal)	✓	✓
3. Conditions Code Summary (PDF or Approved Equal)	✓	✓

4. Cleaning Log (PDF or Approved Equal)	✓	✓
5. NASSCO PACP Complaint Access Database		✓
6. Video Files (MPEG, WMV, or Approved Equal)		✓
7. Defect Photographs (JPEG or Approved Equal)		✓
8. Cleaning Log Summary (XLS or Approved Equal)		✓

- d. One report is required for each project (which may consist of an entire main line) The Contractor's supposed 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.

1.7 **MEASUREMENT AND PAYMENT**

A. General

a. Measurement

- i. The qualities for payment under each work order shall be determined by field measurement prior to the approval of the work order being issued.
- ii. 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 Proposal Sheet. The amount of work to be done may be more or less than said quantities and 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

- i. 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, for 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 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 described in the delivery order and specified herein.

- ii. 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 this 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.
- iii. 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.

B. Payment Items

a. Item No. 1 Mobilization

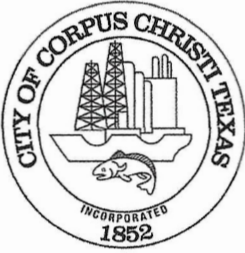
- i. Mobilization price shall be per each mobilization for each stormwater cleaning/inspection work order unless work crews are onsite and given continuous, consecutive work orders. Payment for job mobilization shall be for all items and shall be included in the lump sum price. This item will include 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; the cost of bonds, 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 Contractor support during reviews and inspection, re-inspection and storage, and final site clean-up.

b. Item No. 2 Temporary Traffic Control Devices (Arterial Street)

- i. This item is measured and paid by the day for the traffic control devices required to complete work on each arterial street as listed on order.
- c. Item No. 3 Temporary Traffic Control Devices (Collector Street)
 - i. This item is measured and paid by the day for the traffic control devices required to complete work on each collector street as listed in the order.
- d. Item No. 4 Temporary Traffic Control Devices (Local Street)
 - i. This item is measured and paid by the day for the traffic control devices required to complete work on each local street as listed in the order.
- e. Item No. 5 Traffic Control Plan
- f. Item No. 6 Portable Changeable Message Signs (PCMS)
 - i. This item is measured and paid by the each
 - ii. This price is full compensation for furnishing, installing, operating, relocating, maintaining, and removing changeable message units.
- g. Item Nos. 7-27 Pipe and Box Cleaning, All Sizes
 - i. Pipe size shall be the diameter of the pipe. Box size shall be the area in square feet of the box.
 - ii. 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.
 - iii. This price is full compensation for cleaning, disposal of removed material, equipment, labor, tools, and incidentals.
- h. Item Nos. 28-48 CCTV, All Sizes
 - i. Pipe size shall be the diameter of the pipe. Box size shall be the area in square feet of the box.
 - ii. Measurement shall be made and based on the linear foot of stormwater lines televised.
 - iii. This price is full compensation for CCTV of stormwater lines, materials, equipment, labor, tools, incidentals, and deliverables as defined in Section 4.6.G. CCTV Requirements, Deliverables.
- i. Item No. 49 Reverse Setup, All Sizes
 - i. 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.

ATTACHMENT B - PRICING



**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
BID FORM**

RFB No. 5528

**Closed Circuit Televised (CCTV) Inspection, Cleaning of
Stormwater Line**

Date: 1-8-2024

Bidder: esi consolidated llc. dba
Aims Companies

Authorized Signature: *[Handwritten 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 No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	PRICE TOTAL
1	MOBILIZATION (MAX. 5%)	LS	1	\$1,700.00	\$1,700.00
2	TEMPORARY TRAFFIC CONTROL DEVICES (ARTERIAL STREET)	DAY	15	\$1,200.00	\$18,000.00
3	TEMPORARY TRAFFIC CONTROL DEVICES (COLLECTOR STREET)	DAY	15	\$1,500.00	\$22,500.00
4	TEMPORARY TRAFFIC CONTROL DEVICES (LOCAL STREET)	DAY	90	\$1,000.00	\$90,000.00
5	TRAFFIC CONTROL PLAN	EA	120	\$75.00	\$9,000.00
6	PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)	EA	120	\$75.00	\$9,000.00
7	PIPE CLEANING 8" PIPE SIZE	LF	1,700	\$4.65	\$7,905.00
8	PIPE CLEANING 10" PIPE SIZE	LF	850	\$4.65	\$3,952.50
9	PIPE CLEANING 12" PIPE SIZE	LF	17,500	\$4.65	\$81,375.00

DS
\$4

\$18,000

DS
\$4

\$22,500

\$90,000

10	PIPE CLEANING 15" PIPE SIZE	LF	16,000	\$ 8.00	\$128,000.00
11	PIPE CLEANING 18" PIPE SIZE	LF	8,500	\$ 8.00	\$68,000.00
12	PIPE CLEANING 20" PIPE SIZE	LF	450	\$ 8.00	\$3,600.00
13	PIPE CLEANING 21" PIPE SIZE	LF	1,100	\$ 8.00	\$8,800.00
14	PIPE CLEANING 22" PIPE SIZE	LF	350	\$ 8.00	\$2,800.00
15	PIPE CLEANING 24" PIPE SIZE	LF	3,200	\$ 8.00	\$25,600.00
16	PIPE CLEANING 27" PIPE SIZE	LF	850	\$ 15.00	\$12,750.00
17	PIPE CLEANING 30" PIPE SIZE	LF	850	\$ 15.00	\$12,750.00
18	PIPE CLEANING 48" PIPE SIZE	LF	375	\$ 25.00	\$9,375.00
19	PIPE CLEANING 60" PIPE SIZE	LF	750	\$ 25.00	\$18,750.00
20	PIPE CLEANING 78" PIPE SIZE	LF	350	\$ 35.70	\$12,495.00
21	PIPE CLEANING 84" PIPE SIZE	LF	350	\$ 35.70	\$12,495.00
22	PIPE CLEANING 96" PIPE SIZE	LF	700	\$ 55.50	\$38,850.00
23	PIPE CLEANING 108" PIPE SIZE	LF	1,200	\$ 55.50	\$66,600.00
24	RC BOX CLEANING 4-25 SF AREA	SF	5,800	\$ 7.00	\$40,600.00
25	RC BOX CLEANING 26-50 SF AREA	SF	11,750	\$ 9.00	\$105,750.00
26	RC BOX CLEANING 51-150 SF AREA	SF	12,250	\$ 20.00	\$245,000.00
27	RC BOX CLEANING 151-800 SF AREA	SF	6,400	\$ 40.00	\$256,000.00
28	CCTV 8" PIPE SIZE	LF	1,700	\$.75	\$1,275.00
29	CCTV 10" PIPE SIZE	LF	850	\$.75	\$637.50
30	CCTV 12" PIPE SIZE	LF	17,500	\$.75	\$13,125.00
31	CCTV 15" PIPE SIZE	LF	16,000	\$.75	\$12,000.00
32	CCTV 18" PIPE SIZE	LF	8,500	\$.75	\$6,375.00
33	CCTV 20" PIPE SIZE	LF	450	\$.75	\$337.50
34	CCTV 21" PIPE SIZE	LF	1,100	\$.75	\$825.00
35	CCTV 22" PIPE SIZE	LF	350	\$.75	\$262.50
36	CCTV 24" PIPE SIZE	LF	3,200	\$.75	\$2,400.00
37	CCTV 27" PIPE SIZE	LF	850	\$.75	\$637.50
38	CCTV 30" PIPE SIZE	LF	850	\$.75	\$637.50
39	CCTV 48" PIPE SIZE	LF	375	\$.75	\$281.25
40	CCTV 60" PIPE SIZE	LF	750	\$.75	\$562.50
41	CCTV 78" PIPE SIZE	LF	350	\$.75	\$262.50
42	CCTV 84" PIPE SIZE	LF	350	\$.75	\$262.50
43	CCTV 96" PIPE SIZE	LF	700	\$.75	\$525.00
44	CCTV 108" PIPE SIZE	LF	1,200	\$.75	\$900.00
45	CCTV 4-20 SF AREA RC BOX	SF	5,800	\$.75	\$4,350.00
46	CCTV 24-36 SF AREA RC BOX	SF	11,750	\$.75	\$8,812.50
47	CCTV 40-110 SF AREA RC BOX	SF	12,250	\$.75	\$9,187.50
48	CCTV 140-800 SF AREA RC BOX	SF	6,400	\$.75	\$4,800.00
49	REVERSE SETUP (ALL PIPE SIZES)	EA	100	\$.75	\$75.00
TOTAL					\$1,679,478.75 \$1,380,178.75

DS

SH

Attachment C: Insurance and Bond Requirements

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer 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 on 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
30-written day notice of cancellation, required on all certificates or by applicable policy endorsements	Bodily Injury and property Damage Per occurrence - aggregate
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 and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

- C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. 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.
- B. 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.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. 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 Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. 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, volunteers, and elected representatives as additional insured by endorsement, as respects operations, completed operation 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 thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal 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.
- F. 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 remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. 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 agreement.
- H. 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 agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Bond Requirements:

No bonds are required.

2022 Insurance Requirements

Ins. Req. Exhibit 4-B

Contracts for General Services – Services Performed Onsite

05/10/2021 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

No Warranty Required.