

**CITY OF CORPUS CHRISTI
CONTRACTS AND PROCUREMENT
DEPARTMENT**



**REQUEST FOR BIDS
("RFB")**

**Fire Station Multiple Location Generator
Replacement (Bond 2018)
18180A**

Contract No. 3370

Y:\00 CONSTRUCTION CONTRACT ADMIN\18180A FSG Fire Station Generator Replacement

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2021-727588

Date Filed:
 03/16/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Facility Solutions Group
 corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 City of Corpus Christi

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 18180A
 Generator upgrades for multiple fire stations

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

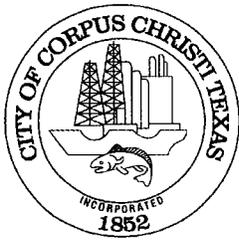
My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)



00 52 23 AGREEMENT

This Agreement is between the City of Corpus Christi (Owner) and **Facility Solution Group** (Contractor).

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as:

Fire Station Multiple Location Generator Replacement
Project No. 18180A

ARTICLE 2 – DESIGNER AND OWNER’S AUTHORIZED REPRESENTATIVE

2.01 The Project has been designed by:

Bath Engineering
5656 S. Staples Ste 110
Corpus Christi, Texas 78411
jmartinez@bathgroup.com

2.02 The Owner’s Authorized Representative for this Project is:

Brett Van Hazel, PMP – Asst. Director Of Construction
City of Corpus Christi – Engineering Services
4917 Holly Rd, Bldg #5
Corpus Christi, Tx 78411

ARTICLE 3 – CONTRACT TIMES

3.01 Contract Times

- A. The Work is required to be substantially completed within **120** days after the date when the Contract Times commence to run as provided in the Notice to Proceed and is to be completed and ready for final payment in accordance with Paragraph 17.16 of the General Conditions within **150** days after the date when the Contract Times commence to run.
- B. Performance of the Work is required as shown in Paragraph 7.02 of the General Conditions.

- C. Milestones, and the dates for completion of each, are as defined in Section 01 35 00 SPECIAL PROCEDURES.

3.02 Liquidated Damages

- A. Owner and Contractor recognize that time limits for specified Milestones, Substantial Completion, and completion and readiness for Final Payment as stated in the Contract Documents are of the essence of the Contract. Owner and Contractor recognize that the Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.01 and as adjusted in accordance with Paragraph 11.05 of the General Conditions. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$400 for each day that expires after the time specified in Paragraph 3.01 for Substantial Completion until the Work is substantially complete.
 - 2. Completion of the Remaining Work: Contractor agrees to pay Owner \$400 for each day that expires after the time specified in Paragraph 3.01 for completion and readiness for final payment until the Work is completed and ready for final payment in accordance with Paragraph 17.16 of the General Conditions.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
 - 4. Milestones: Contractor agrees to pay Owner liquidated damages as stipulated in SECTION 01 35 00 SPECIAL PROCEDURES for failure to meet Milestone completions.
 - 5. The Owner will determine whether the Work has been completed within the Contract Times.
- B. Owner is not required to only assess liquidated damages, and Owner may elect to pursue its actual damages resulting from the failure of Contractor to complete the Work in accordance with the requirements of the Contract Documents.

ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents at the unit prices shown in the attached BID FORM. Unit prices have been computed in accordance with Paragraph 15.03 of the General Conditions. Contractor acknowledges that estimated quantities are not guaranteed, and were solely for the purpose of comparing Bids, and final payment for all unit price items will be based on actual quantities, determined as provided in the Contract Documents.

Total Base Bid Price **\$412,725.00**

ARTICLE 5 – PAYMENT PROCEDURES

- 5.01 Submit Applications for Payment in accordance with Article 17 of the General Conditions. Applications for Payment will be processed by the OAR as provided in the General Conditions.

5.02 Progress Payments; Retainage:

1. The standard retainage is 5 percent.
- B. Payment will be made for the amount determined per Paragraph 5.02.B, less the total of payments previously made and less set-offs determined in accordance with Paragraph 17.01 of the General Conditions.
- C. At the Owner's option, retainage may be increased to a higher percentage rate, not to exceed ten percent, if progress on the Project is considered to be unsatisfactory. If retainage in excess of the amount described above is held prior to Substantial Completion, the Owner will place the additional amount in an interest bearing account. Interest will be paid in accordance with Paragraph 6.01.
- D. At the Owner's option, Owner may pay Contractor 100 percent of the Work completed, less amounts withheld in accordance with Paragraph 17.01 of the General Conditions and less 200 percent of OAR's estimate of the value of Work to be completed or corrected to reach Substantial Completion. Owner may, at its sole discretion, elect to hold retainage in the amounts set forth above for progress payments prior to Substantial Completion if Owner has concerns with the ability of the Contractor to complete the remaining Work in accordance with the Contract Documents or within the time frame established by this Agreement. Release or reduction in retainage is contingent upon and consent of surety to the reduction in retainage.

5.03 Owner will pay the remainder of the Contract Price as recommended by OAR in accordance with Paragraph 17.16 of the General Conditions upon Final Completion and acceptance of the Work.

ARTICLE 6 – INTEREST ON OVERDUE PAYMENTS AND RETAINAGE

- 6.01 The Owner is not obligated to pay interest on overdue payments except as required by Texas Government Code Chapter 2251. Invoices must comply with Article 17 of the General Conditions.
- 6.02 Except as specified in Article 5, the Owner is not obligated to pay interest on moneys not paid except as provided in Texas Government Code Chapter 2252.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 The Contractor makes the following representations:
- A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. The Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. The Contractor has carefully studied the following Site-related reports and drawings as identified in the Supplementary Conditions:
 1. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;

2. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;
 3. Underground Facilities referenced in reports and drawings;
 4. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
 5. Technical Data related to each of these reports and drawings.
- E. The Contractor has considered the:
1. Information known to Contractor;
 2. Information commonly known to contractors doing business in the locality of the Site;
 3. Information and observations obtained from visits to the Site; and
 4. The Contract Documents.
- F. The Contractor has considered the items identified in Paragraphs 7.01.D and 7.01.E with respect to the effect of such information, observations, and documents on:
1. The cost, progress, and performance of the Work;
 2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 3. Contractor's safety precautions and programs.
- G. Based on the information and observations referred to in the preceding paragraphs, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. The Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- J. The Contractor has given the OAR written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution provided by the OAR is acceptable to the Contractor.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- L. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- M. **CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER'S INDEMNITEES IN ACCORDANCE WITH PARAGRAPH 7.14 OF THE GENERAL CONDITIONS AND THE SUPPLEMENTARY CONDITIONS.**

ARTICLE 8 – ACCOUNTING RECORDS

8.01 Accounting Record Availability: The Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 15.01 of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, the Owner shall be afforded reasonable access during normal business hours to all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the Contractor's fee. The Contractor shall preserve all such documents for a period of 3 years after the final payment by the Owner.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. Exhibits to this Agreement:
 - a. Contractor's Bid Form.
 - 2. Specifications, forms, and documents listed in SECTION 00 01 00 TABLE OF CONTENTS.
 - 3. Drawings listed in the Sheet Index.
 - 4. Addenda.
 - 5. Specifications, forms, and documents listed in SECTION 00 01 00 TABLE OF CONTENTS.
 - 6. Drawings listed in the Sheet Index.
 - 7. Solicitation documents and Contractor's response, which are incorporated by reference.
 - 8. Addenda, which are incorporated by reference.
 - 9. Documentation required by the Contract Documents and submitted by Contractor prior to Notice of Award, which is incorporated by reference.
- B. There are no Contract Documents other than those listed above in this Article.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Article 11 of the General Conditions.

ARTICLE 10 – CONTRACT DOCUMENT SIGNATURES

ATTEST

CITY OF CORPUS CHRISTI

Rebecca Huerta
City Secretary

Michael Rodriguez
Chief of Staff

_____ AUTHORIZED

APPROVED AS TO LEGAL FORM:

BY COUNCIL _____

Assistant City Attorney

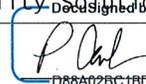
ATTEST (IF CORPORATION)

FACILITY SOLUTIONS GROUP

(Seal Below)

Facility Solutions Group

By: _____



Title: Sales manager

Note: Attach copy of authorization to sign if person signing for CONTRACTOR is not President, Vice President, Chief Executive Officer, or Chief Financial Officer

4401 Westgate Blvd. Suite 310

Address

Austin Texas 784745
City State Zip

361-882-5685

Phone Fax

Peter.cardona@fsgi.com

Email

END OF SECTION

00 30 01 BID FORM

Project Name:	Fire Stations Multiple Location Generator Replacement
Project Number:	18180A
Owner:	City of Corpus Christi
Bidder:	
OAR:	Brett Van Hazel, PMP - Asst. Director of Construction
Designer:	Bath Engineering Group

Basis of Bid

Item	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
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Base Bid**Part A - GENERAL** (per SECTION 01 29 01 MEASUREMENT AND BASIS FOR PAYMENT)

A1	Mobilization and Demobilization	LS	1	6,000	6,000
A2	Bonds and Insurance	AL	1	5,000	5,000
SUBTOTAL PART A - GENERAL (Items A1 thru A2)					11,000

Part B - GENERATOR INSTALLATION (per SECTION 01 29 01 MEASUREMENT AND BASIS FOR PAYMENT)

B1	Fire Station No. 1 Complete lump Sum	LS	1	80,250	80,250
B2	Fire Station No. 5 Complete lump Sum	LS	1	9,500	9,500
B3	Fire Station No. 7 Complete lump Sum	LS	1	66,500	66,500
B4	Fire Station No. 8 Complete lump Sum	LS	1	55,500	55,500
B5	Fire Station No. 9 Complete lump Sum	LS	1	49,500	49,500
B6	Fire Station No. 10 Complete lump Sum	LS	1	49,900	49,900
B7	Fire Station No. 12 Complete lump Sum	LS	1	50,975	50,975
SUBTOTAL PART B - GENERATOR INSTALLATION (Items B1 thru B7)					362,125

Part C-ALLOWANCES (per SECTION 01 23 10 ALTERNATES AND ALLOWANCES)

C1	Unforeseen Conditions Allowance	AL	1		\$ 36,000.00
C2	Permit Allowance	AL	1		\$ 3,600.00
SUBTOTAL PART C - ALLOWANCES (Items C1 thru C2)					\$ 39,600.00

TOTAL BASE BID - PARTS A THRU C**412,725****Contract Times**

Bidder agrees to reach Substantial Completion in	120	days
Bidder agrees to reach Final Completion in	150	days

Bid Submittal (Proposal must be signed by an authorized representative of the Company)

Company: Facility Solutions GroupSignature: P. CarlTitle: Sales Manager