

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



**FACILITIES MULTIPLE AWARDS PROJECT
(FMAC)**

**CCIA TSA SECURITY EQUIPMENT
PROJECT NO.20631**

CONTRACT No. 3489

Y:\00 CONSTRUCTION CONTRACT ADMIN\20631 Teal Construction CCIA TSA

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Teal Construction
 Corpus Christi, TX United States

Certificate Number:
 2021-738539

Date Filed:
 04/14/2021

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

Date Acknowledged:

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.
 20631
 construction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
mccomb, justin	Corpus Christi, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

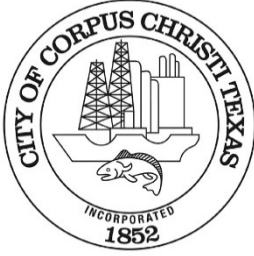
My name is _____, and my date of birth is _____.

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 25 FMAC TASK ORDER AGREEMENT

CCIA TSA SECURITY EQUIPMENT CONSOLIDATION (FMAC) 20631A

This FACILITIES MULTIPLE AWARD CONTRACT TASK ORDER AGREEMENT (ORDER) is between the Owner of Corpus Christi, a Texas home-rule municipal corporation (OWNER), acting through its duly authorized Owner Manager or designee, the Director of Engineering Services or Owner Engineer, and (CONTRACTOR), acting by and through its duly authorized representative. The parties agree as follows:

1. This ORDER is issued under the Facilities Multiple Award Contract Master Agreement signed on March 26, 2019, pursuant to Request for Proposal No. 2018-06. All terms and conditions of the Master Agreement pertain to this ORDER.
2. CONTRACTOR was selected for award of this ORDER under Request for Task Order Proposal (RFB) No **3489**
3. CONTRACTOR shall construct and complete certain improvements in accordance with the plans and specifications described in **Exhibit A** (attached and incorporated herein), perform all work as provided in said plans and specifications, and do such additional work as may be considered necessary to complete the work in a satisfactory and acceptable manner (the "Work"). The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable. Authorization for all changes must be made in writing. The CONTRACTOR shall furnish all labor, tools, material, machinery, equipment and incidentals necessary to the prosecution of the Work unless otherwise provided by the written terms of the plans and specifications.
4. The work described in **Exhibit A** shall be substantially complete within 90 Calendar Days of Notice to Proceed and ready for final payment in accordance with Section 00 72 00 General Conditions within 30 Calendar Days of Notice to Proceed.
5. 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 Article 4 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):
 - i. Substantial Completion: Contractor shall pay Owner **\$400** for each day that expires after the time specified in Paragraph 4 for Substantial Completion until the Work is substantially complete.

- ii. Completion of the Remaining Work: Contractor agrees to pay Owner **\$400** for each day that expires after the time specified in Paragraph 4 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.
 - iii. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.
 - iv. Milestones: Contractor agrees to pay Owner liquidated damages as stipulated in SECTION 01 35 00 SPECIAL PROCEDURES for failure to meet Milestone completions.
 - v. 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.

6. In consideration of the completion of the above-described Work, the OWNER agrees to pay to CONTRACTOR the lump sum amount of **\$564,202.00** in accordance with **Exhibit B** (attached and incorporated herein), Said payment shall be conditioned upon the acceptance of the work by the OWNER as certified by its final inspection following the receipt of notice from the CONTRACTOR that the work is completed and ready for acceptance. Upon completion of work and before acceptance and final payment is made, the CONTRACTOR shall clean and remove from the work site all surplus and discarded materials, temporary structures and debris of every kind in order to leave the work site in a neat, orderly condition, equal to that which originally existed. The CONTRACTOR shall submit a notarized affidavit that bills for all labor, equipment, materials and supplies associated with the project have been paid before final payment is released.

7. Progress Payments; Retainage

- A. The Owner will make progress payments on or about the 25th day of each month during the performance of the Work. Payment is based on Work completed in accordance with Article 17, Schedule of Values, established as provided in Section 00 72 00 General Conditions.
- B. Progress payments equal to the full amount of the total earned value to date for completed Work minus 5% retainage and any set-offs and properly stored materials will be made prior to Substantial Completion.

8. All work shall be performed in a workmanlike manner and to the satisfaction of the OWNER. The OWNER shall determine the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the Work, sequence of construction and interpretation of the plans and specifications.

9. The CONTRACTOR agrees to provide the following Performance and Payment Bonds and Insurance as required and outlined in the Task Order documents.

10. The CONTRACTOR shall, at all times, observe and comply with city, county, state and federal Task Order Agreement
CCIA TSA Security Equipment Consolidation (FMAC)
City Project No. 20631A

laws, ordinances or regulations which in any manner affect the conduct of the Work. The CONTRACTOR shall be responsible for procuring all legally required building, plumbing, electrical and other permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work, unless otherwise provided by the written terms of the plans and specifications.

11. This Agreement or the Work provided may not be assigned or subcontracted by CONTRACTOR without the written permission of the OWNER.

IN WITNESS WHEREOF this Agreement is executed.

CITY OF CORPUS CHRISTI

TEAL CONSTRUCTION, INC

Michael Rodriguez
Chief of Staff

Company

Michael Miller
5110-B IH-37
Corpus Christi, Texas 78407
361-438-8712
miller@tealcon.com

Assistant City Attorney

END OF SECTION 00 52 25

Project Name:	CCIA TSA Security Equipment Consolidation (FMAC)
Project Number:	20631A
Owner:	City of Corpus Christi
OAR:	Victor Gonzalez (CCIA)
Designer:	Derek Mayo, P.E., PMP (Garver)

By its signature below, Bidder accepts all of the terms and conditions of the Bid Acknowledgement, acknowledges receipt of all Addenda to the Bid and agrees, if this Bid is accepted, to enter into a Contract with the Owner and complete the Work in accordance with the Contract Documents for the Bid price.

Bidder: TEAL CONSTRUCTION COMPANY (full legal name of Bidder)
 Signature: [Handwritten Signature] (signature of person with authority to bind the Bidder)
 Name: MICHAEL M. MILLER (printed name of person signing Bid Form)
 Title: DIRECTOR OF OPERATIONS (title of person signing Bid Form)
 Attest: [Handwritten Signature] (signature)
 State of Residency: TEXAS
 Federal Tx ID No. 74-1467034
 Address for Notices: 5110-B IH 37
CORPUS CHRISTI, TX 78407
 Phone: 361-882-4825 Email: miller@tealcon.com



Digitally Signed
 1/25/2021

Basis of Bid

Item	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Base Bid					
Part A - General (per SECTION 01 29 01 MEASUREMENT AND BASIS FOR PAYMENT)					
A1	01 29 01 MOBILIZATION (MAXIMUM 5%)	LS	1	28,210.00	28,210.00
A2	01 29 01 BONDS AND INSURANCE	AL	1	13,079.00	13,079.00
SUBTOTAL PART A - GENERAL (Items A1 thru A2)					
Part B - BASE BID (per SECTION 01 29 01 MEASUREMENT AND BASIS FOR PAYMENT)					
B1	TSA BAGGAGE SCREENING AREA IMPROVEMENTS AND ALL ASSOCIATED WORK (EXCLUDING WEST INBOUND MOTORIZED CONVEYOR AND EAST INBOUND MOTORIZED CONVEYOR)	LS	1	25,000.00	25,000.00
B2	WEST INBOUND MOTORIZED CONVEYOR	LS	1	197,485.00	197,485.00
B3	EAST INBOUND MOTORIZED CONVEYOR	LS	1	296,228.00	296,228.00
SUBTOTAL PART B - BASE BID (Items B1 thru B3)					
Part C - ALLOWANCES (per SECTION 01 23 10 ALTERNATES AND ALLOWANCES)					
C1	ALLOWANCE FOR CITY BUILDING PERMIT FEE	AL	1	N/A	\$4,200.00
SUBTOTAL PART C - ALLOWANCES (Items C1 thru C1)					
TOTAL PROJECT BASE BID (PARTS A THRU C)					564,202.00

ACKNOWLEDGE RECEIPT OF ADDENDA

Add. No.	Date	Signature Acknowledging Receipt
1	2/22/21	<i>[Signature]</i>
2	3/4/21	<i>[Signature]</i>
3	3/4/21	<i>[Signature]</i>

Bid Submittal (proposal must be signed by authorized representative of the company)

Company: TEAL CONSTRUCTION COMPANY

Signature: *[Signature]*

Title: DIRECTOR OF OPERATIONS