

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



**Laguna Madre Wastewater Treatment Plant
Rehabilitation
18086A**

CONTRACT NO. 3446

Project Specifications and Drawings
available at:

**Y:\00 LEGISTAR CONST PLANS
SPECS\Item No. 21-0162 Laguna
Madre WWTP Rehab**

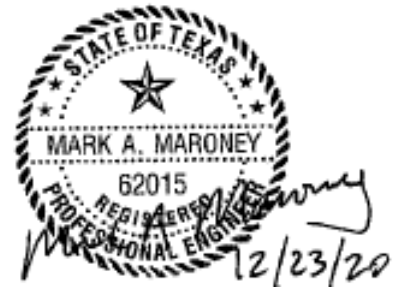
CONTRACT DOCUMENTS
FOR CONSTRUCTION OF
**LAGUNA MADRE WASTEWATER
TREATMENT PLANT
REHABILITATION**

Project Number 18086A



2725 SWANTNER ST.
CORPUS CHRISTI, TX 78404
(361) 854-3101

TBPE FIRM No. 145
TBPLS FIRM No. 10032400



Record Drawing Number
STL 228

**CONFORMANCE SET FOR CONSTRUCTION
ASSEMBLED 04/16/2021**

DECEMBER 2020
UE Job No. 09984.B9.00

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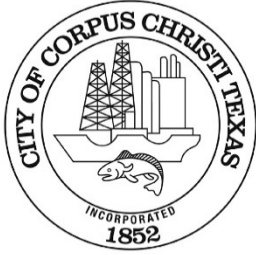
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Division / Section	Title
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00 52 23 AGREEMENT

This Agreement is between the City of Corpus Christi (Owner) and **Associated Construction Partners Ltd.** (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:

**Laguna Madre Wastewater Treatment Plant Rehabilitation
Project No. 18086A**

ARTICLE 2 – DESIGNER AND OWNER’S AUTHORIZED REPRESENTATIVE

2.01 The Project has been designed by:

**Urban Engineering
TBPE Firm No. 145
2725 Swantner St
Corpus Christi, TX 78404
Mark Maroney, P.E.
markm@urbaneng.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 Road, Bldg. #5
Corpus Christi, TX 78411**

ARTICLE 3 – CONTRACT TIMES

3.01 Contract Times

- A. The Work is required to be substantially completed within 420 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 450 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 \$750 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 \$ \$4,494,321.00

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:

- A. The Owner will make progress payments on or about the 25th day of each month during performance of the Work. Payment is based on Work completed in accordance with the Schedule of Values established as provided in the General Conditions.
- B. Progress payments equal to the full amount of the total earned value to date for completed Work minus the retainage listed below and properly stored materials will be made prior to Substantial Completion.
 - 1. The standard retainage is 5 percent.
- C. 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.
- D. 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.
- E. 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. Solicitation documents.
 - 2. Specifications, forms, and documents listed in SECTION 00 01 00 TABLE OF CONTENTS.
 - 3. Drawings listed in the Sheet Index.
 - 4. Addenda.
 - 5. Exhibits to this Agreement:
 - a. Contractor's Bid Form.
 - b. Wastewater Consent Decree Special Conditions.
 - 6. Documentation required by the Contract Documents and submitted by Contractor prior to Notice of Award.
- 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)

CONTRACTOR

(Seal Below)

Associated Construction Partners, Ltd.

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

By: Jill Simpson

Title: President

215 Bandera Rd., Ste 114-461
Address

Boerne TX 78006
City State Zip

210-698-8714
Phone Fax

jill@acpartners.org
Email

END OF SECTION

WASTEWATER CONSENT DECREE Special Conditions

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

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

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

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

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

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

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

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

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

BID TOTALS

BASE BID	Total
Part A General	\$312,000.00
Part B Site Improvements	\$19,960.00
Part C Wastewater Plant Improvements	\$4,162,361.00
Total	\$4,494,321.00

Part A General					
No.	Description	Unit	Qty	Unit Price	Ext Price
A1	Mobilization (Max 5%)	LS	1	\$210,000.00	\$210,000.00
A2	Bonds and Insurance	LS	1	\$40,000.00	\$40,000.00
A3	Allowances for Unanticipated Work	AL	1	\$50,000.00	\$50,000.00
A4	Allowance for Aeration Equipment Unanticipated Repairs	AL	1	\$10,000.00	\$10,000.00
A5	Allowance for City Building Permit	AL	1	\$2,000.00	\$2,000.00
Subtotal:					\$312,000.00

Part B Site Improvements					
No.	Description	Unit	Qty	Unit Price	Ext Price
B1	Concrete Sidewalk	SF	230	\$10.00	\$2,300.00
B2	Asphalt Pavement Repair	SY	60	\$36.00	\$2,160.00
B3	Aeration Basin No. 1 Drain Valve Replacement	LS	1	\$10,000.00	\$10,000.00
B4	Trench Safety (@ drain line)	LF	110	\$50.00	\$5,500.00
Subtotal:					\$19,960.00

Part C Wastewater Plant Improvements					
No.	Description	Unit	Qty	Unit Price	Ext Price

C1	Wastewater Plant Improvements (all work for the improvements included in the Contract Documents that are not specifically described in another Bid Item)	LS	1	\$3,044,000.00	\$3,044,000.00
C2	New Main Office Building	LS	1	\$295,000.00	\$295,000.00
C3	Submersible Pumps (Pre-Selected and as described in Spec 1E24)	LS	1	\$64,361.00	\$64,361.00
C4	Dewatering Press Equipment (Pre-Selected and as described in 1E24)	LS	1	\$549,000.00	\$549,000.00
C5	Electrical Improvements	LS	1	\$210,000.00	\$210,000.00
Subtotal: \$4,162,361.00					

ACKNOWLEDGE ADDENDA

NAME	ACKNOWLEDGEMENT DATE
RFB 3446 ADDENDUM 1	04/05/2021 21:38:36 PM
RFB 3446 ADDENDUM 2	04/05/2021 21:38:37 PM

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Invitation To Bid	RFB 3446 Laguna Madre WWTP Drawings	3/1/21 11:17:28 AM
Bid Docs	RFB 3446 Laguna Madre WWTP Specs	3/16/21 9:47:33 AM
Addenda	RFB 3446 ADDENDUM 1	3/23/21 10:04:01 AM
Addenda	RFB 3446 ADDENDUM 2	4/1/21 8:06:23 AM

00 30 01 BID FORM

Project Name:	Laguna Madre Wastewater Treatment Plant Rehabilitation	
Project Number:	18086A	
Owner:	City of Corpus Christi	
OAR:		
Designer:	Urban Engineering	

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: Associated Construction Partners, Ltd. (full legal name of Bidder)

Signature:  (signature of person with authority to bind the Bidder)

Name: Jill Simpson (printed name of person signing Bid Form)

Title: President (title of person signing Bid Form)

Attest:  (signature)

State of Residency: Texas

Federal Tx ID No. 26-2197773

Address for Notices: 215 W Bandera Rd., Ste. 114-461
Boerne, TX 78006

Phone: 210-698-8714 Email: rachel@acpartners.org