

CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT DEPARTMENT

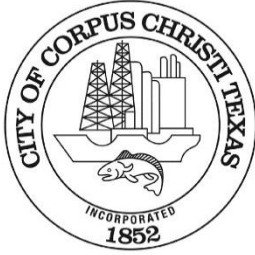


PARK RD 22 LIFT STATION AND FORCE MAIN
REBID PROJ. NO. 21002

CONTRACT NO. 3127

Project Specifications and Drawings
available at:

Y:\00 LEGISTAR CONST PLANS SPECS\Item No 20 0840 Park
Rd 22 Lift Sta Force Main



00 52 23 AGREEMENT

This Agreement is between the City of Corpus Christi (Owner) and **Bridges Specialties, Inc.** (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:

Park Road 22 Lift Station and Force Main (Bond 2004/2008) ReBid
Project No. 6281

ARTICLE 2 – DESIGNER AND OWNER’S AUTHORIZED REPRESENTATIVE

- 2.01 The Project has been designed by:

J. Douglas McMullan, P.E.
Urban Engineering
2725 Swantner
Corpus Christi, Texas 78404
doug@urganeng.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 **180** 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 **210** 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 **\$500** 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 **\$500** 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 \$ **3,405,572.00**

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. Exhibits to this Agreement:
 - a. Contractor's Bid Form.
 - b. **List as necessary.**
 - 2. Specifications, forms, and documents listed in SECTION 00 01 00 TABLE OF CONTENTS.
 - 3. Drawings listed in the Sheet Index.
 - 4. Solicitation documents and Contractor's response, which are incorporated by reference.
 - 5. Addenda, which are incorporated by reference.
 - 6. 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)

CONTRACTOR

(Seal Below)

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

Bridges Specialties, Inc.

By:


A34F7FA85DDB4A8...

8/11/2020

Title:

President

4233 FM 624

Address

Robstown, TX 78380

City

State

Zip

361/387-2743

Phone

Fax

Brian @bsitx.cc

EMail

END OF SECTION

ARTICLE 12 – BID SUBMITTAL


12.01 This Bid is submitted by:

Bidder: **Bridges Specialties, Inc.**
(typed or printed full legal name of Bidder)

By: 
(individual's signature)

Name: **Brian Bridges**
(typed or printed)

Title: **President**
(typed or printed)

Attest: 
(individual's signature)

State of Residency: **Texas**

Federal Tax Id. No. **26-2666341**

Address for giving notices: **4233 FM 624 Robstown, TX 78380**

Phone: **361-387-2743** Email: **Jason@bsitx.cc**

(Attach evidence of authority to sign if the authorized individual is not the Bidder, but an individual signing on behalf of another individual Bidder, or if the authorized individual is a representative of a corporation, partnership, or joint venture.)

END OF SECTION

Project Name:	Park Road 22 Lift Station and Force Main (Bond 2004/2008) REBID
Project Number:	6281
Owner:	City of Corpus Christi
Bidder:	BRIDGES SPECIALTIES INC
OAR:	
Designer:	Urban Engineering

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	Mobilization	LS	1	30,000	30,000
A2	Bonds and Insurance	LS	1	50,000	50,000
A3	Pre-Construction Exploratory Excavation	LS	1	10,000	10,000
A4	Storm Water Pollution Prevention Items	LS	1	10,000	10,000
SUBTOTAL PART A - GENERAL (Items A1 thru A4)					100,000

Part B - FORCE MAIN IMPROVEMENTS (per SECTION 01 29 01 MEASUREMENT AND BASIS FOR PAYMENT)					
B1	16" DR 18 PVC C900 Force Main (Green)	LF	4,220	65.00	274,300
B2	Install 16" DR 18 Fusible PVC Force Main by Horizontal Directional Drilling (Green)	LF	1,050	265	278,250
B3	Install Fusible PVC to PVC Connection	EA	6	2,200	13,200
B4	16" D.I. 45 Degree Bends (MJ with MEGA LUG Joint Restraint Fittings)	EA	11	2,000	22,000
B5	16" D.I. 22 1/2 Degree Bends (MJ with MEGA LUG Joint Restraint Fittings)	EA	2	2,000	4,000
B6	16" D.I. 11 1/4 Degree Bends (MJ with MEGA LUG Joint Restraint Fittings)	EA	16	2,000	32,000
B7	16" Plug Valve and Valve Box (MJ with MEGA LUG Joint Restraint Fittings)	EA	4	7,500	30,000
B8	Air Release Valves and 5' Diameter Fiberglass Manhole	EA	5	11,500	57,500
B9	OSHA Trench Protection - Force Main	LF	4,220	1.50	6,330
B10	OSHA Trench Protection - Structures and Bore Pits	EA	8	1,500	12,000
B11	Well Pointing - Force Main	LF	4,220	15.00	63,300
B12	Well Pointing - Structures and Bore Pits	EA	8	1,500	12,000
B13	Demolish Existing Gravity Manhole	LS	1	5,000	5,000
B14	5' Diameter Fiberglass Manhole	EA	1	10,500	10,500
B15	Asphalt Pavement Repair (Existing Streets)	SY	150	90.00	13,500
B16	Cement Stabilized Sand Back Fill (Existing Streets)	TON	154	70.00	10,780
B17	Concrete Sidewalk Repair	SF	28	50.00	1,400
B18	Concrete Curb and Gutter Repair	LF	50	50.00	2,500
B19	Seeding	SY	6,613	1.00	6,613
B20	Traffic Control	LS	1	5,000	5,000
SUBTOTAL PART B - FORCE MAIN IMPROVEMENTS (Items B1 thru B20)					860,173

Item	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Part C - GRAVITY SEWER IMPROVEMENTS (per SECTION 01 29 01 MEASUREMENT AND BASIS FOR PAYMENT)					
C1	8" SDR 26 PVC Gravity Sewer (16-18 ft.)	LF	90	180	16,200
C2	18" SDR 26 PVC Gravity Sewer (8-10 ft.)	LF	40	195	7,800
C3	18" SDR 26 PVC Gravity Sewer (16-18 ft.)	LF	82	235	19,270
C4	OSHA Trench Protection - Gravity Sewer	LF	212	15.00	3,180
C5	OSHA Trench Protection - Structures and Bore Pits	EA	4	1,500	6,000
C6	Well Pointing - Gravity Sewer	LF	212	30.00	6,360
C7	Well Pointing - Structures and Bore Pits	EA	4	1,500	6,000
C8	Tie-In to Existing Gravity Sewer Line with 5' Diameter Fiberglass Manhole	LS	1	20,000	20,000
C9	5' Diameter Fiberglass Manholes	EA	3	15,000	45,000
C10	Seeding	SY	353	1.00	353
C11	Abandon Existing 15" Gravity Sewer	LF	600	18.00	10,800
SUBTOTAL PART C - GRAVITY SEWER IMPROVEMENTS (Items C1 thru C11)					140,963

Part D - LIFT STATION IMPROVEMENTS (per SECTION 01 29 01 MEASUREMENT AND BASIS FOR PAYMENT)					
D1	Lift Station Discharge Header, Piping, Valves and Fittings	LS	1	145,000	145,000
D2	15.5' Diameter Fiberglass Wet Well	LS	1	440,000	440,000
D3	Pumps and Controls	LS	1	220,000	220,000
D4	Flow Meter	LS	1	9,500	9,500
D5	Tie-In to Existing 16" Watermain	LS	1	10,000	10,000
D6	1" and 2" SCH 80 PVC Water Line Improvements	LS	1	8,500	8,500
D7	2" Water Meter	EA	1	1,900	1,900
D8	8" Concrete Access Road and Entrance	SF	3,400	15.00	51,000
D9	6" Concrete 'L' Curb	LF	130	35.00	4,550
D10	7' Chainlink Security Fence w/ 3 Strand Barbwire and 18' Wide Rolling Access Gate	LF	390	60.00	23,400
D11	OSHA Trench Protection and Shoring at Lift Station	LS	1	180,000	180,000
D12	Well Pointing - Lift Station	LS	1	20,000	20,000
D13	5' Diameter Fiberglass Manhole	EA	1	30,000	30,000
D14	Site Grading	LS	1	2,000	2,000
D15	Vegetation Screen	LF	390	10.00	3,900
D16	Seeding	SY	884	1.00	884
D17	Odor Control	LS	1	185,000	185,000
D18	Select Fill (Lift Station Site and Asphalt Access Road)	CY	3,223	44.00	141,812
D19	12" Type A Grade 1-2 Limestone Base	SY	1,278	45.00	57,510
D20	3" Hot Mix Asphalt Concrete Pavement	SY	1,150	38.00	43,700
D21	Install 18" RCP Culvert (Incl. End Treatment)	LF	40	250	10,000
D22	Generator and Automatic Transfer Switch	LS	1	120,000	120,000
D23	SCADA and Electrical Improvements	LS	1	180,000	180,000
SUBTOTAL PART D - LIFT STATION IMPROVEMENTS (Items D1 thru D23)					1,888,656

Item	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
Part E - GRAVITY SEWER LINE "C" (per SECTION 01 29 01 MEASUREMENT AND BASIS FOR PAYMENT)					
E1	Installation of 20" DR 25 Fusible PVC Gravity Sewer by Pipe Bursting	LF	934	320	298,880
E2	Storm Water Pollution Prevention Items	LS	1	5,000	5,000
E3	OSHA Trench Protection - Structures and Bore Pits	EA	5	2,500	12,500
E4	Well Pointing - Structure and Bore Pits	EA	5	1,500	7,500
E5	Concrete Driveway Repair	SF	400	16.00	6,400
E6	Seeding	SY	500	1.00	500
E7	5' Diameter Fiberglass Manhole	EA	3	15,000	45,000
SUBTOTAL PART E - GRAVITY SEWER LINE "C" (E1 THRU E7)					375,780

Part F - ALLOWANCES (per SECTION 01 23 10 ALTERNATES AND ALLOWANCES)					
F1	Mandatory Utility Allowance	LS	1	\$ 30,000.00	30,000
F2	Mandatory AEP Cost Allowance	LS	1	\$ 10,000.00	10,000
SUBTOTAL PART F - ALLOWANCES (F1 THRU F2)					40,000

BID SUMMARY

SUBTOTAL PART A - GENERAL (Items A1 thru A4)	100,000
SUBTOTAL PART B - FORCE MAIN IMPROVEMENTS (Items B1 thru B20)	860,173
SUBTOTAL PART C - GRAVITY SEWER IMPROVEMENTS (Items C1 thru C11)	140,963
SUBTOTAL PART D - LIFT STATION IMPROVEMENTS (Items D1 thru D23)	1,888,656
SUBTOTAL PART E - GRAVITY SEWER LINE "C" (Items E1 thru E7)	375,780
SUBTOTAL PART F - ALLOWANCES (Items F1 thru F2)	40,000
TOTAL PROJECT BASE BID (PARTS A THRU F)	3,405,572.00