

CITY OF CORPUS CHRISTI CONTRACTS AND PROCUREMENT



Cefe Valenzuela Landfill Gas Collection & Control System Lifecycle Improvements Cells 1B/1C - Project 19077A

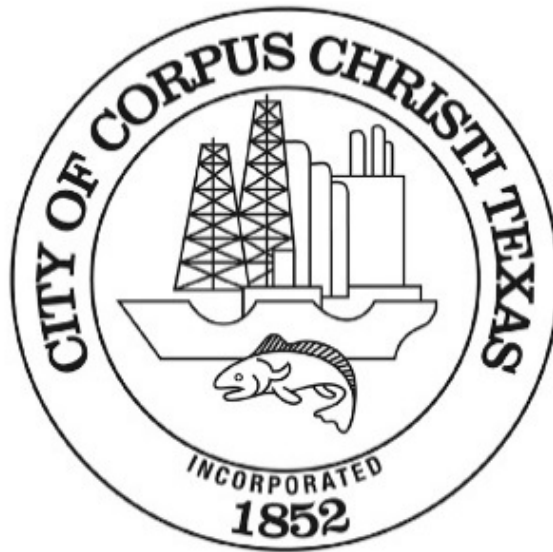
CONTRACT NO. 3388

Project Specifications and Drawings
available at:

Y:\00 LEGISTAR CONST PLANS
SPECS\Item No 21-0242 Cefe GCCS

CONTRACT DOCUMENTS
FOR CONSTRUCTION OF

Cefe Valenzuela Landfill Gas Collection & Control System Lifecycle Improvements Cells 1B/1C E19077A



SCS Engineers

1901 Central Drive, Suite 550/Bedford, TX/(817)571-2288

CONFORMED
SPECIFICATIONS

November 12, 2020

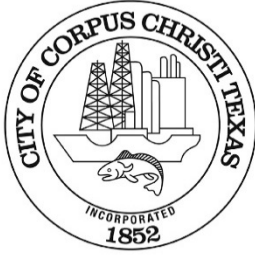
Record Drawing Number SLF - 140

00 01 00 TABLE OF CONTENTS

Division / Section	Title
Division 00	Contracting Requirements
00 52 23	Agreement (Rev 8-2019)
00 72 00	General Conditions (Rev 8-2019)
00 73 00	Supplementary Conditions (Rev 8-2019)
Division 01	General Requirements
01 11 00	Summary of Work (Rev 10-2018)
01 23 10	Alternates and Allowances (Rev 10-2018)
01 29 01	Measurement and Basis for Payment (Rev 8-2019)
01 33 01	Submittal Register (Rev 10-2018)
01 50 00	Temporary Facilities and Controls (Rev 8-2019)
01 57 00	Temporary Controls (Rev 8-2019)
Part T	Technical Specifications
01052	Layout of Work and Surveys
01190	Health and Safety
02222	Excavation, Trenching, Backfilling, and Grading
02670	LFG Extraction Wells and Wellheads
02271	Seed, Mulch, and Fertilizer
15050	HDPE Pipe, Fittings, and Valves
Drawings	Drawings and Other Design Documents
1	Title Sheet
2	General Notes and Quantities
3	Existing Site Plan
4	Proposed Site Plan
5	GCCS Layout Plan
6	LFG Extraction Well Details
7	Well Schedule
8	Piping Details – 1
9	Piping Details – 2
10	Piping Details – 3

Division / Section	Title
11	Leachate Cleanout/Riser Pictures

END OF SECTION



00 52 23 AGREEMENT

This Agreement is between the City of Corpus Christi (Owner) and Aptim Environmental & Infrastructure, LLC. (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:

Cefe Valenzuela Landfill Gas Collection & Control System Lifecycle Improvements – Cells 1B/1C 19077A

ARTICLE 2 – DESIGNER AND OWNER’S AUTHORIZED REPRESENTATIVE

- 2.01 The Project has been designed by:

SCS Engineers
1901 Central Drive, Suite 550
Bedford, Texas, 76021
bdevries@scsengineers.com

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

ARTICLE 3 – CONTRACT TIMES

- 3.01 Contract Times

- A. The Work is required to be substantially completed within **45** 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 **75** 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.

- 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 **\$2,000** 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 **\$2,000** 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 \$ 398,395.00

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. Drawings of physical conditions relating to existing surface or subsurface structures at the Site; and
 - 2. Underground Facilities referenced in 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. 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

Aptim Environmental & Infrastructure, LLC.

By: _____

DocuSigned by:

Bradley Lowe
51109A97A4C3430...

Title: Vice President-Finance

4171 Essen Lane

Address

Baton Rouge

LA

70809

City

State

Zip

419-424-4940

Phone

Fax

Gregory.cooper@aptim.com

EMail

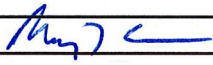
END OF SECTION

00 30 01 BID FORM

Project Name:	RFB 3388 Cefe Valenzuela Landfill Gas Collection & Control System Lifecycle Improvements - Cells 1B/1C		
Project Number:	19077A		
Owner:	City of Corpus Christi		
OAR:			
Designer:	SCS Engineers		

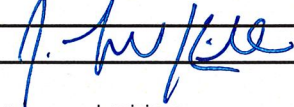
By its signature below, Bidder accepts all of the terms and conditions of the Bid Acknowledgement, acknowledges receipt of all Addenda to the Bid and agrees, if this Bid is accepted, to enter into a Contract with the Owner and complete the Work in accordance with the Contract Documents for the Bid price.

Bidder: Aptim Environmental & Infrastructure, LLC (full legal name of Bidder)

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

Name: Bradley Lowe (printed name of person signing Bid Form)

Title: Vice President (title of person signing Bid Form)



Attest:  J. Tom Kinder (signature)

State of Residency: Louisiana

Federal Tx ID No. 77- 0589932

Address for Notices: 4171 Essen Lane
Baton Rouge, LA 70809

Phone: 419-424-4940 Email: Gregory.cooper@aptim.com

Brett J. DeVries
11/12/2020

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 (Maximum 5%)	LS	1	19,000.00	19,000.00
A2	Bonds and Insurance	AL	1	8,600.00	8,600.00
A3	Vertical LFG Extraction Wells (6-inch HDPE SDR 11 Pipe)	VF	430	110.00	47,300.00
A4	Drilling Past Obstructions or Drilling less than 5	HR	2	520.00	1,040.00
A5	Wellbore Abandonment	VF	40	35.00	1,400.00
A6	Standard Wellhead Installation	EA	13	975.00	12,675.00
A7	2-inch HDPE SDR 9 Air Supply Line (Common Pipe	LF	1300	2.00	2,600.00

00 30 01 BID FORM

Item	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A8	3-inch HDPE SDR 11 Condensate Forcemain (Common Pipe Trench)	LF	1300	\$3.00	\$3,900.00
A9	6-inch Diameter HDPE SDR 17 Lateral	LF	1620	\$26.00	\$42,120.00
A10	8-inch Diameter HDPE SDR 17 Header	LF	190	\$31.00	\$5,890.00
A11	18-inch Diameter HDPE SDR 17 Header	LF	1100	\$72.00	\$79,200.00
A12	18-inch Header Isolation Valve (Gear Operated, Below-Grade)	EA	1	\$13,500.00	\$13,500.00
A13	Tie-in to Existing 18-inch Header	EA	2	\$5,000.00	\$10,000.00
A14	Tie-in to Existing 24-inch Header	EA	1	\$5,000.00	\$5,000.00
A15	Tie-in to Existing 18-inch Blind Flange, 2-inch Air Supply Line, and 3-inch Condensate Forcemain (Below-Grade)	EA	1	\$3,500.00	\$3,500.00
A16	Leachate Cleanout Connection (6-inch, Below-Grade)	EA	6	\$3,500.00	\$21,000.00
A17	Leachate Cleanout Connection (12-inch, Below-Grade)	EA	3	\$4,000.00	\$12,000.00
A18	Leachate Sump Connection (18-inch, Below-Grade)	EA	5	\$4,200.00	\$21,000.00
A19	Existing Leachate Pump Retrofit	EA	2	\$4,000.00	\$8,000.00
A20	6-inch Leachate Cleanout Improvement (Electrofusion Coupling and Blind Flange)	EA	4	\$400.00	\$1,600.00
A21	6-inch Leachate Cleanout Improvement (Blind Flange)	EA	1	\$370.00	\$370.00
A22	12-inch Leachate Cleanout Improvement (Blind Flange)	EA	3	\$1,000.00	\$3,000.00
A23	18-inch Leachate Sump Improvement (Blind Flange)	EA	2	\$3,000.00	\$6,000.00
A24	18-inch Leachate Sump Improvement (Electrofusion Coupling and Blind Flange)	EA	3	\$4,000.00	\$12,000.00
A25	Seed, Mulch, and Fertilizer	LS	1	\$7,700.00	\$7,700.00
A26	Allowance	LS	1	\$ 50,000.00	\$ 50,000.00
BASE BID TOTAL PART A - GENERAL (Items A1 thru A26)					\$398,395.00