

SMALL CONSTRUCTION CONTRACT AGREEMENT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES

This CONSTRUCTION AGREEMENT is between the **City of Corpus Christi**, a Texas home-rule municipal corporation ("CITY"), acting through its duly authorized City Manager or designee, the Director of Engineering Services or City Engineer, and **GOURLEY CONTRACTING** ("CONTRACTOR"), acting by and through its duly authorized representative, James Gourley, Owner. The parties agree as follows:

WITNESSETH:

1. 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 CITY 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.
2. The work described in Exhibit "A" shall be completed within 100 Calendar Days of Notice To Proceed.
3. In consideration of the completion of the above-described Work, the CITY agrees to pay to CONTRACTOR the lump sum amount of **\$17,838.00 SEVENTEEN THOUSAND EIGHT HUNDRED AND THIRTY EIGHT DOLLARS** for **City Project-Gron Sculpture installation**. Said payment shall be conditioned upon the acceptance of the work by the "CITY" 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.

4. All work shall be performed in a workmanlike manner and to the satisfaction of the CITY. The CITY 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.

5. The CONTRACTOR agrees to comply with all insurance requirements as contained in Exhibit "B" (Insurance Requirements) and Notice To Contractors B (Worker's Compensation Coverage for Building or Construction Projects for Government Entities).

6. The CONTRACTOR shall, at all times, observe and comply with City, federal, state and county 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.

7. The CONTRACTOR shall furnish the CITY a Payment Bond equal to 100% of the total contract amount, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in this contract, and for the use and protection of each claimant. A Payment Bond will not be required if the agreement amount does not exceed \$25,000.00. If the award amount exceeds \$25,000.00, a Payment Bond will be required. The Payment Bond will be for 100% of the total amount awarded. The Power of Attorney submitted with the Payment Bond will be one with original (wet) signatures or a certification of Power of Attorney signed by an officer of the surety, which will also be accepted. The surety company must designate a local resident agent in Nueces County. A bond that is given to the City under this contract must be executed by a surety company that is authorized and admitted to write surety bonds in the State of Texas.

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

IN WITNESS WHEREOF this Agreement is executed in duplicate originals, both equal force and effect.

CITY OF CORPUS CHRISTI

By:

[Signature]
Daniel Biles, P.E.
Director of Engineering Services

4/12/13
(Date)

APPROVED AS TO LEGAL FORM:

[Signature]
Veronica Ocasio
Sr. Assistant City Attorney &
General Counsel to the City Engineer

4-12-13
(Date)

Funding Source:

\$50030-4720-21511-000000

[Signature]
Funding Dept. Approval (Dept. Head)

[Signature]
Director of Management & Budget

(Revised Feb. 2013)

CONTRACTOR

By:

James Gourley
(Print Name above)

President
(Print Title above)

[Signature]
(Original Signature)

4-11-13
(Date)

4921 Ambassador Row
(Address)

Corpus Christi, TX 78416
(City/State/Zip)

883-3766
(Telephone Number)

883-5556
(Fax Number)

James@GourleyContracting.com
(Email)

4/12/13
(Date)

4/12/13
(Date)

PP
4/12/13

EXHIBIT A
STATEMENT OF WORK

To provide labor and materials for pouring one concrete foundation with 2 holes approximately 36" wide for post on freestanding wall. To provide labor and materials for fabrication of one (1) steel tube sign frame Hot Dipped Galvanized with ¼" Powder coated (Standard Color) mounting plate. To provide labor and equipment to deliver and install sculpture piece at 321 John Sartain St, Corpus Christi, Texas.

PERMITS & FEES	\$ 144.00
CONCRETE	
FOUNDATION	3,581.00
2 Holes approx. 36" wide for post on free standing wall	
Includes: Mobilization, labor, equipment and materials.	
Cut out of 6" sidewalk.	
METALS	
METAL FABRICATIONS	11,839.00
Furnish labor and materials for fabrication of one (1)	
Steel tube sign frame Hot Dipped Galvanized with	
¼" Powder coated (standard color) mounting plate.	
DELIVERY AND INSTALLATION	1,292.00
Provide Labor and Equipment to Deliver and install	
Sculpture piece.	
ENGINEERING FEE	<u>982.00</u>
TOTAL	\$ 17,838.00

Exhibit B
INSURANCE REQUIREMENTS

I. INSTALLATION CONTRACTOR'S LIABILITY INSURANCE

- A. Installation Contractor must not commence work under this agreement until all insurance required herein has been obtained and such insurance has been approved by the City. Installation Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Installation Contractor must furnish to the City's Risk Manager, two (2) copies of Certificates of Insurance with applicable policy endorsements, showing the following minimum coverage by insurance company(s) acceptable to the City's Risk Manager. The City must be named as an additional insured for the General liability policy. A waiver of subrogation is required on all applicable policies.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates or by applicable policy endorsements	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Broad Form 2. Premises - Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury / Advertising Injury	\$1,000,000 COMBINED SINGLE LIMIT
Automobile Liability 1. Owned Vehicles 2. Hired & Non-owned vehicles	\$500,000 COMBINED SINGLE LIMIT
Installation Floater	For value of sculpture, lighting, pedestal and walkway
WORKERS' COMPENSATION	Applicable while on city property WHICH COMPLIES WITH THE TEXAS WORKERS' COMPENSATION ACT AND SECTION II OF THIS EXHIBIT
EMPLOYERS' LIABILITY	\$600,000/ \$500,000/ \$500,000

- C. In the event of accidents of any kind, the Contractor must furnish the Risk Manager with copies of all reports of any accidents within ten (10) days of any accident.

II. ADDITIONAL REQUIREMENTS

- A. Contractor must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy with endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met.
- B. Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. The City shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Management
P.O. Box 9277
Corpus Christi, TX 78469-9277
(361) 826-4555- Fax #

- D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
- Name the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Jack Gron Sculpture - Installation Bids
Jan-13

Bid's Solicited From	Work Included in Bid	Total Bid	Time Frame	HUB	Results
Gourley Contracting Attn: Mike Wilson 4921 Ambassador Row Corpus Christi, TX ph: 361-883-9766 fax: 361-883-5586	Setting of Wall, drilling & concrete, fabrication of sign, delivery to site	\$15,420	3 weeks	Y	Best value - low bid for setting of wall and fabrication of sign
Industrial Fabricators Attn: Tom Painschab 300 McBride Lane Corpus Christi, 78408 ph: 361-289-0901	Fabrication of sign & delivery to site	\$11,375	12 weeks	N	Does not include setting of wall
Medina Construction 525 Glazebrook Ste. D Corpus Christi, 78404 ph/fax: 361-334-4376	Drilling, Concrete & Labor	\$8,580		N	Does not include fabrication of sign
Texas Pipe Fabricators attn: David Eden 709 High Starr Drive Corpus Christi, 78469 ph: 361-882-5541	Request for bid sent 12/26/2012	No Response		N	
Melissa Wheaton 410 S. Enterprise Parkway Corpus Christi, 78405 ph: 361-299-1801 fax: 361-299-1804	Request for bid sent 12/27/2012	No Response		Y	

NOTE:

Change order approved as per Small Construction Contract Agreement. \$ 2,274.00

CITY OF CORPUS CHRISTI
CORPUS CHRISTI, TEXAS
FAX REQUEST FOR QUOTATION

DEPARTMENT: Parks and Recreation

CONTACT: Reba George, Support Services Superintendent

FAX NUMBER: (361) 826-3864

DATE: 12/26/12

You are invited to quote, FOB Destination, Freight Included, on the following:

INSTRUCTION: The RFQ shall be completed and returned by FAX to the department and FAX number indicated above. All blanks must be completed. In case of discrepancy between Unit Price and Total, the Unit Price shall be considered correct.

DUE DATE: The RFQ must be returned No Later Than: January 4, 2013

LEAD TIME: Enter the amount of time between receiving the order and delivery of the items.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE TOTAL	LEAD TIME
1	Permit and Fees for Project	1	EA	\$144.00	\$144.00	3 WEEKS
2	Setting of Wall	1	EA	\$3581.00	\$3581.00	3 DAYS
3	Fabrication of Sign	1	EA	\$11,839.00	\$11,839.00	3 WEEKS

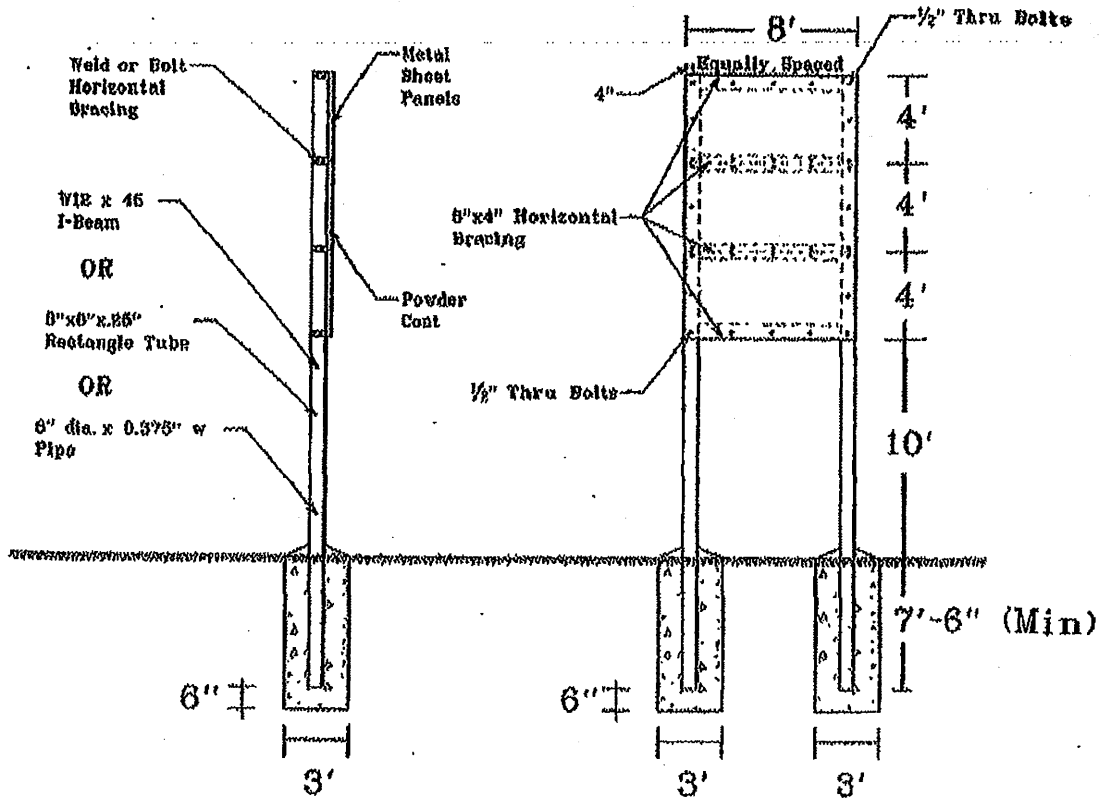
COMPANY: GOURLEY CONTRACTING NAME OF PERSON AUTHORIZED TO SIGN: Rick Venegas

ADDRESS: 4921 AMBASSADOR ROW PHONE NO.: 361-883-3766 FAX NO.: 361-883-5556

CITY/STATE: Corpus Christi TX

SIGNATURE:  TITLE: ESTIMATOR DATE: 1/4/13

Free Standing Wall
Design City Sculpture



General Notes:

1. All structural steel members shall have a minimum yield strength of 36 ksi unless noted otherwise.
2. All Welded connections shall have a strength at least equal to the strength of the individual member unless otherwise approved by engineer.
3. All concrete used for the foundation shall have a minimum compressive strength of 3000 psi.
4. All members, bolts, nuts, etc must be galvanized.