



CO-OPERATIVE PURCHASE AGREEMENT NO. 6760

Purchase and Installation of a Chain-Link Fence

THIS **Purchase and Installation of a Chain-Link Fence Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and De La Garza Fence Company ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor has agreed to provide the purchase and installation of a chain-link fence in accordance with its agreement with BuyBoard Contract #757-24 (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor will provide the purchase and installation of a chain-link fence in accordance with the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 3. Term.** The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$175,550.00, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices must be mailed to the following address:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 5. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Michael Nandin
Title: Contracts/Funds Administrator
Address: 2525 Hygeia St., Corpus Christi, Texas 78415
Phone: 361-826-1671
Fax: 361-826-1627

IF TO CONTRACTOR:

De La Garza Fence Company
Attn: Nick De la Garza
Title: Vice President of Operations
Address: 6475 Old Highway 90 West, San Antonio, Texas 78227
Phone: 210-674-8302
Fax: 210-674-8323

- 6. Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

Signature: Nicholas de la Garza
Nicholas de la Garza (Aug 27, 2025 11:25:48 CDT)

Title: Project Manager

ATTACHMENT A: SCOPE OF WORK

PROJECT NAME: Public Works Materials Yard Fence

PROJECT ADDRESS: 7001 Ayers Street, Corpus Christi, TX 78415

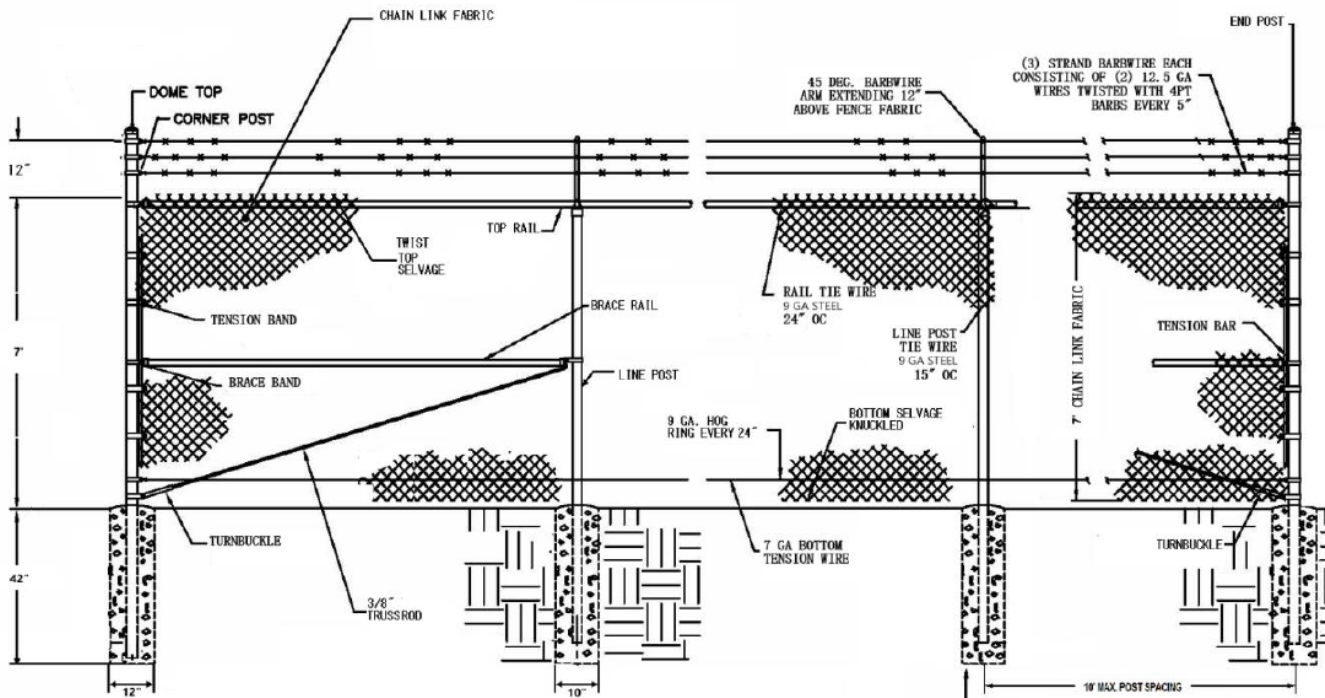
SCOPE OF WORK:

- A. The City will identify underground utility lines, while the Contractor shall call Texas 811 at least two business days before digging.
- B. The Contractor shall secure all required building permits.
- C. The Contractor shall clear any necessary minor vegetation prior to the installation of the new fence.
- D. The Contractor shall backfill any holes made from the removal of minor vegetation.
- E. The Contractor shall provide and install approximately 3,500 linear feet of new fence in the approximate location or as close as possible to the pre-existing fence.
- F. The new fence must be a seven-foot-tall commercial-grade chain-link fence, plus three strands of barbed wire and galvanized razor ribbon (overall height of 8 feet).
- G. Contractor shall include two 30' wide double swing gates (2-15' wide swing gates for a total 30' wide opening) set on 6 5/8" galvanized posts. Gate frames must be 1 5/8" OD x SS20, each leaf to be equipped with two 90-degree hinges and one pad lockable drop rod per assembly set.
- H. Gates will be welded construction, built to match the style of the fence.
- I. All terminal and gate posts to be set in a minimum 48" concrete footings, and all line posts to be set in 36" concrete footings with a max spacing of 10 feet.
- J. All post footings will be sloped for water run-off and longer post life.
- K. Materials List to be delivered and furnished by the contractor:
 - i. 6 5/8" OD galvanized gate posts – SS40
 - ii. 2 7/8" OD galvanized terminal posts – SS40
 - iii. 1 7/8" OD galvanized line posts – SS40
 - iv. 1 5/8" OD galvanized top rail – SS40
 - v. 9 ga. Galvanized chain link fabric, 2" mesh, 1.2 oz. zinc /ft. KT
 - vi. 45-degree extension arms
 - vii. (3) strands of 4-point barbed wire, class 3 galvanized razor ribbon
 - viii. 9-gauge galvanized bottom tension wire
 - ix. (2) sets of 30' wide double swing gates, 1 5/8" OD x SS20 frames
 - x. All necessary concrete
 - xi. Dark Green or Forest Green Color Windscreen (or Privacy screen)
- L. The contractor shall provide all labor, and all work will be performed during normal business hours, Monday through Friday, between 8 a.m. and 5 p.m.

- M. The location of the service to be performed by the contractor is at the perimeter specified by the green line in the satellite image below, at approximate coordinates (27.706155, -97.447124). Gate locations are identified in red.



- N. The Contractor shall coordinate any questions and required inspections with the City's Point of Contact.
- O. Drawing of fence design provided below. The actual fence may vary slightly.



Fabric	Height	Mesh	Gage	Selvage	Finish
	8'	2"	9 GA	KT	1.2 OZ ZINC
Framework		O.D.	Wall	Wt. per ft.	Length
END/CORNER POST		2-7/8"	.160"	4.64 LB	11-1/2'
LINE POST		2-3/8"	.130"	3.12 LB	10'
TOP RAIL		1-5/8"	.111"	1.84 LB	21'
BRACE RAIL		1-5/8"	.111"	1.84 LB	<10'

P. Acceptable windscreen (or privacy screen) shown in image below.



Q. All material is guaranteed to be as specified, and the work to be performed by the Contractor in accordance with the drawings and specifications provided in this scope of work above and as defined by the City's Point of Contact.

City's Point of Contact
Manuel Hernandez
Assistant Director: Streets - Public Works Department
Phone Number (Office): (361) 826-1812
Email Address: manuelh2@cctexas.com

ATTACHMENT B: BID/PRICING SCHEDULE



de la garza

FENCE & SUPPLY CO

MFG. OF CHAIN LINK FENCE

6475 OLD HWYWAY 90 WEST *SAN ANTONIO, TEXAS 78227 * 210-674-8302

FAX (210-674-8323)

August 19, 2025

Erica A. Hernandez
City of Corpus Christi

BUY BOARD # 757-24

Re: Corpus Christi Public Works Fence

Scope of Work:

1. Supply labor and materials for the labor & installation of approximately 3,500' of 8' x 9 ga. chain-link fence.
 - a. Fence to be installed with three strands of barb-wire & razor wire.
 - b. All end corner and gate posts to be installed with truss rods and 1-5/8" x SS40 Brace rail.
 - c. Fence to be installed with green 85% blockage windscreen.
2. Supply and (qty.2) 8'+1x30' Opening Double Drive Swing Gates.
 - a. Gate to be installed using 6-5/8" x SS40 Gate posts.
 - b. Gates to be installed with green 85% blockage windscreen.

Materials:

Fence Fabric:	8' x 9 ga. GAW (2" Mesh)
Top middle rail:	1-5/8" x SS40 Pipe
Line Posts:	1-7/8" x SS40 Pipe
Corner posts:	2-7/8" x SS 40 Pipe
Gate Post:	6-5/8" x SS40 Pipe

Total labor and materials: \$ 175,550.00 NO Sales tax included

- Nick de la Garza

1. *Changed to Scope of work shall be in writing and could result in a price change.*
2. *Work is warranted for a period of one year after completion and payment in full.*
3. *We reserve the right to withdraw this bid in its entirety in the event the parties cannot come to a mutually acceptable contract.*
4. *Permits, if necessary, by others*
5. *Exclusions: Grading, clearing, staking, surveying, concrete coring or cutting, concrete mow curb, grounding & signs.*