

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 and Pfeiffer & Son, Ltd ("CONTRACTOR"), acting by and through its duly authorized representative, Charles L. Pfeiffer (Name), MANAGER (Title). The parties agree as follows:
OF CLP&S, LLC

WITNESSETH:

1. CONTRACTOR shall complete certain improvements described in the proposal attached as Exhibit "A", perform all work as provided in said proposal, 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 scope of work 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.
2. The Work described in Exhibit "A" shall be completed within 7 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 \$69,064.50. 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 and rate of progress of the Work.

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 surety company must designate a local resident agent. 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

CONTRACTOR:

Ron Olson
City Manager

Date

Charles L. Pfeiffer

Pfeiffer & Son, Ltd
Date *10/28/2015*

PO Box 1116
116 N. 16th Street
La Porte, Texas 77572
281-471-4222
281-417-6856 Fax

RECOMMENDED:

Wes Pierson

Wes Pierson
Date *11/2/15*

Assistant City Manager of
General Govt & Operations Support

APPROVED AS TO LEGAL FORM:

Janet Kellogg

Legal Department

10-30-15

Date

APPROVED:

Le Houlihan

Director of Management & Budget

11-2-15

Date

Project Number _____
Accounting Unit _____
Account _____
Activity _____
Account Category _____
Fund Name _____

EXHIBIT A

PFEIFFER & SON, LTD.

Electrical & Telecommunication Contractors

October 28, 2015

RE: Harbor Bridge Light Repairs/ Preventative Maintenance 2015

Per the information given by Terry Orf, we are pleased to offer for your consideration the following quote for the LED light repairs/ Preventative Maintenance on Harbor Bridge. We propose to provide all labor, and equipment needed to complete this work (Not to Exceed) ~~\$62,064.50~~ charge for work complete. Our scope includes the following:

- 1) Troubleshoot and make repairs as follows.
 - a) Repairs include drilling weep holes in existing equipment boxes. \$3,500.00
 - b) Replacing damaged PVC coated unistrut as needed. \$4,900.00
 - c) Replacing damaged stainless steel all thread as needed. \$3,500.00
 - d) Troubleshoot bridge communication system. \$5,500.00
- 2) This quote includes the following.
 - a) One 125' man lift for 5 days includes delivery and pick up. \$8,150.00
 - b) One 80' man lift for 5 days includes delivery and pick up. \$5,750.00
 - c) 4 TXDOT single lane closures. \$10,000.00
 - d) One 15 ton crane with man basket for 2 days - \$8580.00
- 3) Scope includes driving up on a Sunday, receiving the lifts Monday morning, single lane closures on Monday-Friday, returning the lifts on Friday afternoon, and driving back to La Porte on Friday.
- 4) Our work schedule includes 4 workers starting work at 6 Am to 5 Pm. Portal to Portal from Sunday to Friday afternoon approximately 240 man hours plus Per Diem and lodging. \$17,500.00

To avoid confusion, we offer the following clarifications:

1. Payment bond is included at 2.5% (\$1,684.50)
2. Traffic control is included.
3. Two aerial man lift is included.
4. All lights are provided by Customer we will provide unistrut and mounting hardware only.
5. The previous quote is based upon information provided by the customer. If the actual conditions or requirements deviate from the provided information this quote may have to be re-evaluated and re-priced.
6. Insurance coverage is at our standard levels.

--This Quote is only valid for 30 days.--

If accepted fax or mail. Accepted by: _____ Date: _____
Please print name: _____ P.O. #: _____

If you have any questions or need additional information, please feel free to contact me at (281)471-4222.
Sincerely,



Andy Yoder
Estimator

PHONE: (281) 471-4222 * FAX: (281) 471-6856
P.O. BOX 1116 * 116 N. 16TH STREET
LA PORTE, TEXAS 77572

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157, Austin, TX 78711; (800)803-9202; (512)463-6599
www.license.state.tx.us

Adopted Administrative Rules: 73.51(c) Electrical Contractors Responsibilities

EXHIBIT B
(Revised November-2013)

INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required herein and such insurance has been approved by the City. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. The Contractor shall furnish a certificate, with the City named as an additional insured, showing the following minimum coverage from an insurance company acceptable to the City.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required on all certificates	Bodily Injury and Property Damage PER OCCURRENCE/ AGGREGATE
Commercial General Liability, including: 1. Commercial Form 2. Premises - Operations 3. Explosion and Collapse Hazard 4. Underground Hazard 5. Products/Completed Operations Hazard 6. Contractual Liability 7. Broad Form Property Damage 8. Independent Contractors 9. Personal Injury	\$1,000,000 PER OCCURRENCE \$2,000,000 AGGREGATE
BUSINESS AUTOMOBILE LIABILITY - OWNED NON-OWNED OR RENTED/LEASED	\$1,000,000 COMBINED SINGLE LIMIT
WORKERS' COMPENSATION	STATUTORY
EMPLOYERS' LIABILITY	\$500,000/500,000/500,000
EXCESS LIABILITY/UMBRELLA LIABILITY	\$1,000,000 PER OCCURRENCE
PROFESSIONAL POLLUTION LIABILITY/ ENVIRONMENTAL IMPAIRMENT COVERAGE Not limited to sudden & accidental discharge; to include long-term environmental impact for the disposal of contaminants	\$2,000,000 PER CLAIM <input type="checkbox"/> REQUIRED <input checked="" type="checkbox"/> NOT REQUIRED
BUILDERS' RISK (ALL PERILS INCLUDING COLLAPSE)	EQUAL TO CONTRACT PRICE <input type="checkbox"/> REQUIRED <input checked="" type="checkbox"/> NOT REQUIRED
INSTALLATION FLOATER	EQUAL TO CONTRACT PRICE <input type="checkbox"/> REQUIRED <input checked="" type="checkbox"/> NOT REQUIRED

- C. In the event of accidents of any kind, the CONTRACTOR shall furnish the CITY with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

II. INDEMNIFICATION AND HOLD HARMLESS

- A. ***CONTRACTOR shall indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused solely by the negligence or other fault of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.***

- B. The CONTRACTOR shall obtain workers' compensation insurance coverage through a licensed insurance company or through self-insurance obtained in accordance with Texas law. If such coverage is obtained through a licensed insurance company, then the contract for coverage shall be written on a policy and endorsements approved by the Texas State Board of Insurance.

If such coverage is provided through self-insurance, then within ten (10) calendar days after the City requests that the Contractor sign the contract documents, the Contractor shall provide the City with a copy of its certificate of authority to self-insure its workers' compensation coverage, as well as a letter, signed by the Contractor, stating that the certificate of authority to self-insure remains in effect and is not the subject of any revocation proceeding then pending before the Texas Workers' Compensation Commission. Further, if at any time before final acceptance of the Work by the City, such certificate of authority to self-insure is revoked or is made the subject of any proceeding which could result in revocation of the certificate, then the Contractor shall immediately provide written notice of such facts to the City, by certified mail, return receipt requested, directed to: City of Corpus Christi, Department of Engineering Services, P. O. Box 9277, Corpus Christi, Texas 78469, Attention: Contract Administrator.

Whether workers' compensation insurance coverage is provided through a licensed insurance company or through self-insurance, the coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.

- C. **Builder's Risk Coverage:** CONTRACTOR will be responsible for providing builder's risk insurance coverage for the term of the contract up to and including

the date the CITY finally accepts the project or work. Builder's risk coverage shall be an "All Risk" form. The policy shall be a completed value form. The CONTRACTOR shall provide such builder's risk coverage at least in the amount of \$ N/A, (N/A Dollars), which is estimated to be the value at completion of the real or personal property to be constructed, repaired or otherwise improved under the contract.

CONTRACTOR shall be responsible for paying all costs necessary to procure such builder's risk insurance coverage, including any deductible. **The CITY shall be named an additional insured on any policy providing such insurance coverage.**

III. ON THE CERTIFICATE OF INSURANCE:

- The **CITY OF CORPUS CHRISTI** is to be named as an **additional insured on the certificate and by endorsement** on the liability coverage, except for workers' compensation coverage.
- For each insurance coverage, the Contractor shall obtain an **endorsement** to the applicable insurance policy, signed by the insurer, providing the city with **thirty (30) days** prior written notice of cancellation of or material change on any coverage.
- The **NAME OF THE PROJECT** should also be listed under "description of operations".