

COPY

RESOLUTION NO. 15-201

P.R. No. 18996
5-20-15

A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO ENTER INTO AN AGREEMENT WITH GULF COAST MANUFACTURING, LLC FOR THE DESIGN, MANUFACTURE AND INSTALLATION OF TWO CHANDELIERS FOR THE 501 PROCTER RENOVATION PROJECT AT A PRICE NOT TO EXCEED \$35,760.00

WHEREAS, it is deemed in the best interest of the citizens of Port Arthur to enhance the appearance of the downtown area and to create an environment that promotes business and entertainment activities for the community; and

WHEREAS, per Resolution No. 12-641, the Port Arthur City Council authorized the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") to pursue the building development plan to retrofit the building located at 501 Procter Street (the "Building"); and

WHEREAS, per Resolution No. 14-428, the City Council approved PAEDC's use of PAEDC funds in an amount not to exceed \$234,791.50 for the remaining cost of the improvements which included atrium ceiling fixtures; and

WHEREAS, at the PAEDC Board meeting on May 4, 2015, the PAEDC Board of Directors approved entering into an agreement attached hereto as **Exhibit "A"** and incorporated herein with Gulf Coast Manufacturing, LLC for the design, manufacture and installation of two chandeliers for the 501 Procter renovation project at a cost not to exceed \$35,760.00 to be funded from the \$234,791.50 funds set aside for improvements and previously authorized by City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PORT ARTHUR:**

Section 1. That the facts and opinions in the preamble are true and correct.

Section 2. That PAEDC is hereby authorized to enter into an agreement with Gulf Coast Manufacturing, LLC for design, manufacture and installation of two chandeliers for the 501 Procter renovation project at a cost not to exceed \$35,760.00.

Section 3. That a copy of this Resolution shall be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 26th day of May A.D., 2015,
at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:


AYES:

Mayor Prince; Mayor Pro Tem Frank
Councilmembers Scott, Hamilton, Albright, Mosely,
Lewis, Swati and Freeman.

NOES: None.


Deloris "Bobbie" Prince, Mayor

ATTEST:

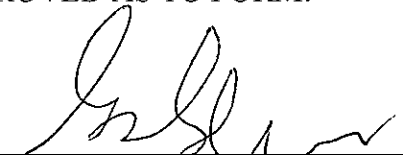

Sherri Ballard, City Secretary

APPROVED:



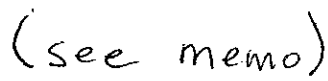
Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:



Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:



Valecia R. Tizen, City Attorney

EXHIBIT “A”

**AGREEMENT FOR THE DESIGN, MANUFACTURE, SUPPLY AND INSTALLATION
TWO (2) CHANDELIERS**

This Agreement is made the [] day of [] between
THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION
("PAEDC") and **GULF COAST MANUFACTURING, INC.** (the "Contractor").

WHEREBY IT IS AGREED BETWEEN THE CONTRACTOR AND PAEDC as follows:

**I.
QUANTITY AND PRICE**

1.1 The Contractor shall, subject to the terms and conditions of this Agreement, design, manufacture, supply and install two (2) chandeliers and all the components and accessories as specified in Exhibit "A" attached hereto (collectively "the Equipment") for the aggregate price of \$35,760.00 (\$28,760.00 for two (2) chandeliers and \$7,000.00 for installation)("the Price").

1.2 The Contractor shall be responsible for the furnishing of all designs, labor and tools for the supply, delivery, installation and testing of the Equipment.

**II.
ENTIRETY OF AGREEMENT**

2.1 This Agreement including Exhibit "A" constitutes the entire Agreement between the parties hereto and supersedes all previous correspondence and Agreements (oral or written) exchanged or made between the parties. For the avoidance of doubt, the contents of Exhibit "A" shall be binding on the parties and the parties shall abide by their obligations thereunder.

**III.
ASSIGNMENT**

3.1 This Agreement shall not be assigned either as to the whole or any part thereof.

**IV.
COMPLETION OF DESIGN, MANUFACTURE,
SUPPLY AND INSTALLATION OF THE EQUIPMENT**

4.1 The Contractor shall fully complete the design, manufacture, supply and installation of the Equipment by August 1, 2015.

4.2 Chandeliers. The Contractor shall design and manufacture two (2) chandeliers:

- 4.2.1 The chandeliers will meet all necessary certifications as required.
- 4.2.2 All structure and framework will be constructed out of aluminium.
- 4.2.3 The decorative portion of the chandeliers will be lightweight architectural materials cut and formed to be as close to original design as possible from supplied photographs.
- 4.2.4 The diameter of the top tier of the chandeliers will be 5' as directed by the architect.

- 4.2.5 Contractor shall use low voltage LED lighting to accommodate the existing power supply of single 20 amp 12 gauge wire.
- 4.2.6 Top tier of chandeliers will have 18 light fixtures, second tier will have 12 light fixtures and the third tier will have 6 light fixtures.
- 4.2.7 The chandelier shall be painted to match original as close as possible.

V.
DELIVERY AND PAYMENT

5.1 The Contractor shall carry out and complete the design, manufacture, delivery, supply and installation of the Equipment and test the Equipment in accordance with the directions of and to the satisfaction of PAEDC. The Contractor shall also at the request of PAEDC supply PAEDC with a certified true copy of the manufacturer's test sheet.

5.2 Contractor will have an open shop policy during the entire building process.

5.3 Payment for the Equipment shall be made as follows:

- 5.3.1 One-third (1/3) on signing of Agreement before construction begins
- 5.3.2 One-third (1/3) on seventy-five (75%) percent completion of project as agreed by all parties
- 5.3.3 Final one-third (1/3) on delivery and passing final inspection by PAEDC
- 5.3.4 Installation fee will be payable at completion of project and final inspection

VI.
WARRANTY

6.1 The Contractor **HEREBY WARRANTS** that the Equipment shall be free from manufacturing defects for a period of not less than five (5) years from the date of installation.

VII.
INSTALLATION AND TESTING OF THE EQUIPMENT

7.1 The Contractor shall make arrangements to test the Equipment after installation and ensure that the Equipment is working smoothly.

7.2 If the Equipment fails to meet the necessary requirements specified by PAEDC it shall be rectified, replaced or rebuilt at the expense of the Contractor until such time that all tests and performance requirements are met.

7.3 Installation:

- 7.3.1 Contractor will provide all necessary personnel and the Equipment to safely install light fixtures.
- 7.3.2 Contractor will move and replace furniture in the way of the lifting process while also protecting the floors at all times and plywood.
- 7.3.3 Contractor will drill through the third floor directly above the chandeliers for mounting hardware to be installed.
- 7.3.4 Contractor will ground down floor directly above chandeliers to accommodate mounting hardware and preserve useable 3rd floor space.

- 7.3.5 Contractor will fabricate and install mounting hardware that will be approved by client before installation.

VIII.

EQUIPMENT DAMAGED OR LOST IN TRANSIT

- 8.1 The Contractor shall repair or replace without any cost to PAEDC the Equipment damaged or lost in transit.

IX.

INSURANCE AND INDEMNITY

- 9.1 The Contractor shall insure the Equipment from the time the Equipment leaves the factory until the Equipment is installed in the Building.

- 9.2 The Contractor shall also insure against any damage, loss, death or injury which may occur to any person or property whatsoever in carrying out or omitting to carry out its duties under this Agreement and shall **INDEMNIFY** and **keep PAEDC INDEMNIFIED** in respect of all claims, costs and other expenses arising out of such damage, loss, death or injury.

X.

TERMINATION

- 10.1 PAEDC may at any time, terminate this Agreement without cause by serving on the Contractor not less than one month's notice of such termination.

XI.

GOVERNING LAW

- 11.1 This Agreement shall be construed and governed by the law of the State of Texas.

XII.

HEADINGS

- 12.1 The headings to the clauses of this Agreement are for ease of reference only, and shall not be taken into account in the interpretation or construction of this Agreement or any of its provisions.

XIII.

NOTICES

- 13.1 All notices permitted or required to be given hereunder shall be in writing and either delivered in person or sent by certified registered mail, postage prepaid, or facsimile, to the address of the relevant party as set out in page 1 or the facsimile number of the relevant party as set out below, or such other address or facsimile number as notified by the relevant party to the other from time to time.

PAEDC : City of Port Arthur Section 4A Economic Development Corporation
Attn: Floyd Batiste
501 Procter
Port Arthur, Texas 77640

The Contractor: Gulf Coast Manufacturing, Inc.
Attn: Tim Byers
1520 Woodworth Blvd
Port Arthur, Texas 77640

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and the year first above written.

**CITY OF PORT ARTHUR SECTION 4A
ECONOMIC DEVELOPMENT CORPORATION**

SIGNED AND AGREED TO on the _____ day of _____, 2015.

By: _____
President

By: _____
Secretary

Witness

Witness

GULF COAST MANUFACTURING, INC.

SIGNED AND AGREED TO on the _____ day of _____, 2015.

By: _____

Witness

**GULF COAST
MANUFACTURING**

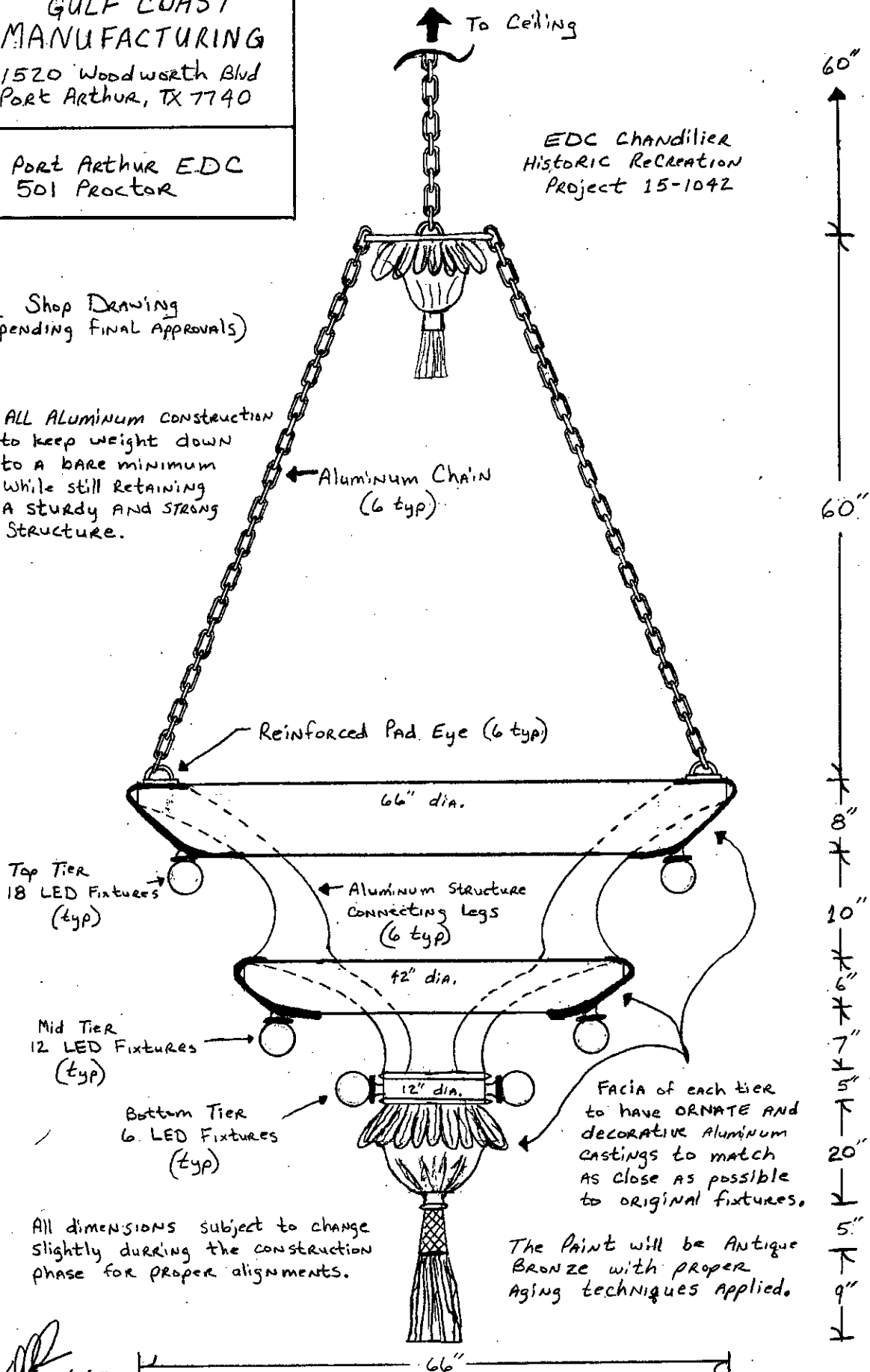
1520 Woodworth Blvd
Port Arthur, TX 7740

Port Arthur EDC
501 Proctor

EDC Chandelier
Historic Recreation
Project 15-1042

Shop Drawing
(pending final approvals)

ALL ALUMINUM construction
to keep weight down
to a bare minimum
while still retaining
A sturdy AND strong
structure.



5/3/15