

## AGREEMENT

State of Texas       §

County of Nueces   §

This agreement made and entered into this 13<sup>th</sup> day of December, 2017, by and between J. Carroll Weaver, Inc., a corporation organized and existing under the laws of the State of Texas, hereinafter called "Contractor" and **Nueces County**, Texas, hereinafter called "Owner".

**WITNESSETH**, that the Contractor and the County for the considerations stated herein mutually agree as follows:

### ARTICLE I STATEMENT OF WORK

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the Project, namely **IFB NO. 3057-17 Hilltop Complex Parking Lot & Drainage Improvements project** and required supplemental work for the project, all in strict accordance with the Contractual Documents, including all Addenda thereto, as prepared by **International Consulting Engineers (ICE)**.

### ARTICLE II ENGINEER

**International Consulting Engineers (ICE)**, 555 N. Carancahua St., Suite 860, Corpus Christi, Texas, 78401, or his authorized representative, is hereinafter called ENGINEER and is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE III THE CONTRACT PRICE

The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the prices stipulated **(as the official bid**

amount total in the Lump Sum) Bid Form of this Contract Document for the several respective items of work in the amount of Four Hundred Seventy One Thousand, Six Hundred Twenty One Dollars and Five Cents (\$ 471,621.05) completed subject to additions, deletions, and/or revisions as provided in the General Conditions of Agreement included in these Contract Documents.

#### ARTICLE IV CONTRACT TIME

The Work will be completed within **90 calendar days** after the date stated in the Notice to Proceed.

#### ARTICLE V CONTRACT

The Executed Contract Documents shall consist of the following:

1. This Agreement
2. Nueces County Uniform General Conditions for Road/Bridge Construction Contracts
3. Addenda, if issued
4. Plans and drawings
5. Special Provisions
6. Signed copy of this bid
7. Instructions to Bidders
8. General Requirements
9. Advertisement for Bids

**THIS AGREEMENT**, together with the other documents enumerated in ARTICLE V, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract. In case of conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE V shall govern, except as otherwise specifically stated.

**RETAINAGE** in the amount of five percent (5%) shall be withheld on all Partial Payments until Completion and Final Acceptance of the work by the Owner.

It is expressly understood by County and Contractor, that from the date of award of bid to one (1) year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and or campaign or political contributions regardless of amount from Contractor or principal owners of said Contractor. County

official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political, campaign, or personal contributions to candidates for county and precinct office from the date of award of bid to one year after termination or expiration of contract term. It is also prohibited for Contractor to contribute to employee associations or for the benefit of groups of employees.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed in **three (3) original copies** on the day and year first above written.

OWNER

Nueces County

By: Samuel L. Neal, Jr.

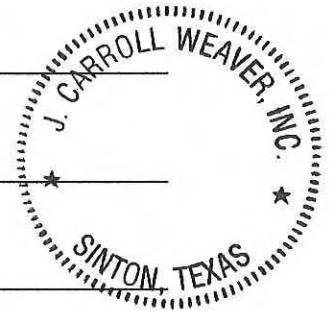
Title: County Judge

CONTRACTOR

J. Carroll Weaver, Inc.

By: Bennie Vickers

Title: Vice President



ATTEST FOR COUNTY:

\_\_\_\_\_

By: Kara Sands

Title: Nueces County Clerk

ATTEST FOR CONTRACTOR:

Barbara Greenwood

By: Barbara Greenwood

Title: Assistant Secretary

**(Corporate Officer signing this agreement cannot sign page 4 of 4 Contractor's Certification or Certificate as to Corporate Principal)**

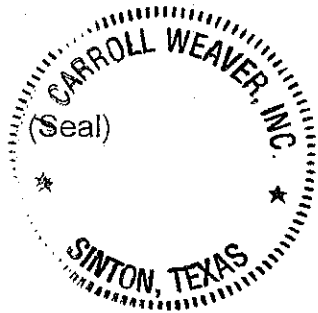
**CONTRACTOR'S CERTIFICATION**

I, certify that I am the Secretary/Treasurer of the corporation named as Contractor herein; that, who signed this Agreement on behalf of the Contractor was then of said corporation, that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CONTRACTOR: J. Carroll Weaver, Inc.

By:   
Gary Kelley

Business Address: PO Box 1361, Sinton, Texas 78387-1361



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 J Carroll Weaver Inc  
 Sinton, TX United States

**Certificate Number:**  
 2017-287009

**Date Filed:**  
 11/27/2017

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Nueces County

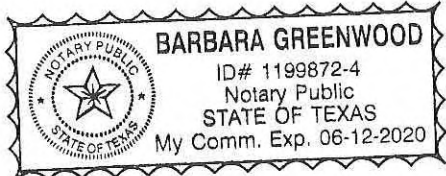
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 IFB # 3057-17  
 Hilltop Complex Parking Lot & Drainage Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

*Gary Kelley*  
 Signature of authorized agent of contracting business entity

Gary Kelley

Sworn to and subscribed before me, by the said Gary Kelley, this the 27th day of November, 20 17, to certify which, witness my hand and seal of office.

*Barbara Greenwood*  
 Signature of officer administering oath

Barbara Greenwood  
 Printed name of officer administering oath

Assistant Secretary  
 Title of officer administering oath