

## AGREEMENT

State of Texas

County of Nueces

This agreement made and entered into this 27<sup>th</sup> day of July, 2006, by and between Willo Products Co., Inc., a corporation organized and existing under the laws of the State of Alabama, hereinafter called "Contractor" and Nueces County, Texas, hereinafter called "County".

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 **RFP NO. 2657-06 JAIL LOCK SYSTEM UPGRADE** and required supplemental work for the project, all in strict accordance with the Contractual Documents, including all Addenda thereto, as prepared by **Richter Architects, Inc.**

### ARTICLE II

#### ENGINEER

Richter Architects, Inc., 201 South Upper Broadway, Corpus Christi, TX or his authorized representative, is hereinafter called "Architect" and is to act as County's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE III

#### THE CONTRACT PRICE

The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the prices stipulated on his Proposal Form of this Contract Document for the several respective items of work in the amount of **SEVEN HUNDRED FORTY SEVEN THOUSAND DOLLARS (\$747,000.00)**

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 **358 Working Days (500 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. Signed Copy of Proposal  |
| 3. Advertisement for Bids      | 4. Proposal Instructions    |
| 5. Standard General Conditions | 6. Technical Specifications |
| 7. Drawings                    | 8. Addenda                  |

**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 conflict 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 vendor, that from the date of award of vendor bid to one 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 vendor or principal owners of said vendor. County official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Vendor is furthermore prohibited from making political, campaign, or personal contributions to candidates for county and precinct office from the date of award of vendor bid to one year after termination or expiration of contract term. It is also prohibited for vendor 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 five (5) original copies on the day and year first above written.

COUNTY

CONTRACTOR

Nueces County

Willo Products Co., Inc.

By: 

By: 

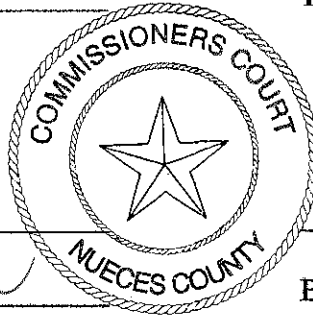
Terry Shamsie

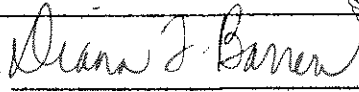
Jack Ozier

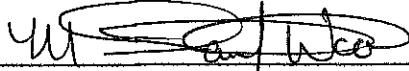
Title: County Judge

Title: Executive Vice President

ATTEST



By: 

By: 

Diana Barrera

M. Dave Wood

Title: Nueces County Clerk

Title: Secretary Treasurer

**CONTRACTOR'S CERTIFICATION**

I, certify that I am the Exec. V.P. 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: Wilco Products Co.

By: S.H. Ozick J.H. Ozick

(Seal)

Business Address: P.O. Box 1349  
DECATUR AL. 35602

PROPOSAL FORM  
RFP NO. 2657-06

Gentlemen:

This Proposal is submitted by WILLO PRODUCTS CO., INC., whose address is 2115 VETERANS DR, DECATUR, AL 35601 (hereafter called "Offeror"), for the "Nueces County Jail Lock System Upgrade" (hereinafter called the "Project").

BASE BID:

Offeror agrees to furnish for the lump sum price of SEVEN HUNDRED EIGHTY THOUSAND Dollars (\$ 780,000<sup>00</sup>), all labor, services, materials, tools, equipment and supervision necessary to the full and final completion of the Project, and everything incidental thereto, as shown on the Drawings, stated in the Specifications, or property inferable therefrom; all in accordance with the Contract Documents governing the construction of such Project prepared by **Richter Associates, Inc.**

Bidder represents that, prior to preparing this Proposal, he/she has carefully read the Contract Documents, examined the site of the Project and made an investigation such that he/she is fully informed of the conditions, facilities, difficulties, restrictions and requirements, which he/she will, or may, encounter in the completion of the Project in accordance with the terms of the Contract Documents.

Accompanying this Proposal is a certified or cashier's check or bid bond payable to the order of Nueces County (hereinafter called "County"), for not less than five percent (5%) of the largest amount for which a contract can be awarded under this proposal.

Offeror agrees that if he is awarded the contract he will execute and deliver to the County, within ten (10) days after he is notified of the acceptance of his/her bid, a Contract for the construction of such Project, a Performance Bond and a Payment Bond, each in the form promulgated by the County. Should Offeror fail to execute such contract or furnish such Bonds within the prescribed time, Offeror agrees that the accompanying bid security shall become the property of the County as liquidated damages for the additional delay and the expense which will be incurred by the County as a result thereof.

Bidder agrees that if his/her Proposal is accepted by the County, he will complete all work called for under the Contract Documents on or before 358 working days after the date of the Notice to Proceed, and if the not completed by such time, he/she agrees to pay to the County as liquidated damages, the sum of Two Hundred Dollars and no/100 (\$200.00) for each calendar day after such time that the work remains incomplete, calculated in accordance with the provisions of the Contract Documents.

358 WORKING DAYS = 500 CALENDAR DAYS.

ALTERNATE #1 BID: \$747,000<sup>00</sup> SEVEN HUNDRED FORTY SEVEN THOUSAND DOLLARS.

500 CALENDAR DAYS.

Offeror agrees that he/she will not withdraw his/her Proposal for a period of thirty (30) days from the date scheduled for the opening bids as set forth in the Proposal Instructions.

EXECUTED on June 15, 2006

Wilco Products Co., Inc.  
Bidder

(If Bidder is a corporation, complete the following)

ATTEST: [Signature]

(Corporate Seal)

ATTEST:

By: [Signature]  
Sole Owner, Partner or  
President of Corporation

Whose address is:

P.O. Box 1349  
DECATUR AL 35201  
By: [Signature]

Nueces County

## Schedule of Values