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Commissioners Court - Regular

3. P.

Meeting Date: 12/01/2016

Authorize an agreement with Bridges Specialties, Inc. for IFB No. 3025-16 County Road 69 Drainage Improvements.

Department: Purchasing Department

Information

RECOMMENDATION

Authorize an agreement with Bridges Specialties, Inc. for IFB No. 3025-16 County Road 69 Drainage Improvements.

BACKGROUND

Scope of work for the Base Bid consists of: excavating approximately 18,161 cubic yards of earth to create a drainage ditch (approximately 4,972 linear feet) between County Road 69 and US 77 mostly along County Road 50. This project will also consist of installing 160 linear feet of a 7' x 3' concrete box under County Road 69 to connect to an existing drainage ditch as well as adjustment of a 16" and 24" water line. Contractors and/or subcontractors for the waterline adjustment shall be approved by the Nueces County Water Control and Improvement District No. 3 by contacting the NCWCID No. 3 District Manager James Schwarz.

DISCUSSION

Commissioner Pct. 1 2016 CO Funds.

Attachments

IFB 3025-16 agreement

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AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this _____ day of _____, 20__, by and between Bridges Specialties, 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, appliances, equipment and services, including utility and transportation services, secure a staging area and perform and complete all work required for the Project, namely **IFB NO. 3025-16 NUECES COUNTY ROAD 69 DRAINAGE IMPROVEMENTS** 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**.

ARTICLE II ENGINEER

International Consulting Engineers, 555 N. Carancahua Street, Suite 860, Corpus Christi, Texas, 78401, or its 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.

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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 Response Form of this Contract Document for the several respective items of work in the amount of Five hundred nineteen thousand nine hundred eighty two and twenty three cents (\$ 519,982.23) 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 120 working 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 | 5. Special Provisions |
| 2. Nueces County Uniform General
Conditions for Road and Bridge
Construction Contracts | 6. Signed copy of this bid |
| 3. Addenda, if issued | 7. Instructions to Bidders |
| 4. Plans and drawings | 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.

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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

Bridges Specialties, Inc

By: 
Brian Bridges

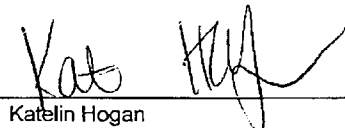
Title: Owner/ President

ATTEST FOR COUNTY:

By: Kara Sands

Title: Nueces County Clerk

ATTEST FOR CONTRACTOR:

By: 
Katelin Hogan

Title: Office Manager

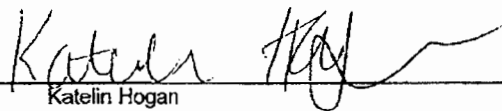
(Corporate Officer signing this agreement cannot sign page 4 of 4 Contractor's Certification or Certificate as to Corporate Principal)

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CONTRACTOR'S CERTIFICATION

I, certify that I am the Office Manager 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: Bridges Specialties, Inc

By: 
Katelin Hogan

(Seal)

Business Address: 4233 FM 624

Robstown, Texas 78380

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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

Certificate Number: 2016-132575

Date Filed: 11/03/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Bridges Specialties, Inc Robstown, TX United States

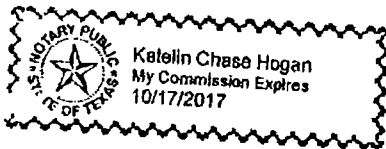
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Nueces County

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 NO. 3025-16 Excavating approximately 18.161 cubic yards of earth to create a drainage ditch between CR 69 and US 77 mostly along CR 50.

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), Nature of interest (Controlling, Intermediary)

5 Check only if there is NO Interested Party. [X]

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



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity (Brian Bridges)

Sworn to and subscribed before me, by the said Brian Bridges, this the 3rd day of November, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath: Katelin Chase Hogan; Printed name of officer administering oath: Katelin Hogan; Title of officer administering oath: Office manager

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