GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT
Portland, Texas

CONSTRUCTION CONTRACT

THE STATE OF TEXAS   §

COUNTY OF SAN PATRICIO   §

The GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT (hereafter called "Owner") and Weaver & Jacobs Constructors, Inc. (hereafter called "Contractor"), hereby agree as follows:

1. Contractor agrees to construct for Owner in accord with the Contract Documents the following: High School Fine Arts & Cafeteria Additions/Renovations "PROJECT", according to the contract documents prepared or compiled by Rawley McCoy & Associates "ARCHITECT".

2. Contractor agrees to furnish, at his own expense, 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 properly inferable therefrom, all in accord with the Contract Documents, as hereafter defined.

3. The Contract Documents consist of this Construction Contract and the following instruments which are incorporated herein:

    a.   Request for Competitive Sealed Proposals
           (CSP#2425-01, issued on August 13, 2024)
    b.   Proposal
    c.   Conditions of the Contract (General and Supplemental)
    d.   Drawings
    e.   Specifications
    f.   Addenda and amendments to the foregoing as follows:
           (1) Addendum No. 1 dated September 16, 2024

4. Immediately following the execution of this Contract and before performing any work, Contractor shall furnish to Owner a valid Performance Bond and Payment Bond, each in the full amount of the contract price on forms promulgated by Owner, written by companies acceptable to and approved by Owner and a required Certificate of Insurance, each in accord with the requirements of the Contract Documents.

5. Contractor shall commence work upon receipt of a written Notice to Proceed from the Owner, and shall substantially complete on or before April 30, 2026 (18 months).

If any of the work is not timely completed in accord with the terms of the Contract Documents, Contractor shall be liable to Owner for damages on which there is failure of timely completion, calculated in accord with the terms and provisions of Article 12 of the Supplemental General Conditions of the Contract. If liquidated damages are assessed according to Article 12, it is expressly agreed that the said sum per day is a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not completed within the agreed time. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by additional compensation to

personnel, for loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Such liquidated damages, if assessed, shall be in addition to, and not in lieu of any other rights or remedies Owner may have against Contractor for failure to timely achieve completion of the work.

_____

6.   The total contract price is Twenty-Four million Six-Hundred Twenty-Nine Thousand Seventy Three Dollars

6.

7.   which includes alternate numbers: N/A   .   ($ 24,629,073)

7. The parties hereto agree that they will take such steps and execute such instruments as may be necessary to enable Owner to claim its exemption from the State of Texas Limited Sales Tax for materials used in such Project. All savings resulting from such tax exemption shall be for the benefit of the Owner.

8.   The Board of Trustees, by majority vote, is the only representative of the Owner (an independent school district) having the power to enter into a contract, to approve changes in the scope of the work, to approve a change order, or to agree to an extension to the date of completion of the work. The Board may authorize a representative to act on behalf of the Owner in the day-to-day administration of the contract.

Executed in Portland, Texas, on October 21, 2024.

ATTEST: GREGORY-PORTLAND INDEPENDENT SCHOOL
                                             DISTRICT
                                                                              Owner
_____   By _____
_____, Secretary   Tim Flinn, President
                                        Board of Trustees

                                      By _____
                                      Dr. Michelle Cavazos, Superintendent of Schools

ATTEST: _____
                                                                          Contractor
_____   By _____
        Secretary   *Name: Chris Brzozowski
                                 *Title: Vice President

                                      Address: _____

                                               _____

*Typed or clearly printed