

AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this _____ day of _____, 20___, by and between MAC, 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. 2943-13 PJ's Marina Improvements, Phase II; Texas Community Development Block Grant Program, GLO Contract No. 10-5122-000-5103**, and required supplemental work for the project, all in strict accordance with the Contractual Documents, including all Addenda thereto, as prepared by **Naismith Engineering, Inc.**

ARTICLE II ENGINEER

Naismith Engineering, Inc., 4501 Gollihar Rd., Corpus Christi, Texas, 78411, 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 One Hundred Twenty-Six Thousand and 00/100 _____ (\$ 126,000.00) 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 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 | 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.

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 five (5) original copies on the day and year first above written.


OWNER

CONTRACTOR

Nueces County

MAC, Inc.


By: Samuel L. Neal, Jr.

By: 
Elias Anderson

Title: County Judge

Title: President

ATTEST



By: Diana Barrera

By: Brad Bechtol

Title: Nueces County Clerk

Title: Director

(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 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: Alfred Montoya

By: Alfred Montoya

(Seal)

Business Address: P.O. Box 152710

Austin, TX 78715