

AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this _____ day of _____, 20___, by and between CIRCLE INDUSTRIES, 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. 3078-18 McKinzie Jail Annex Fire Alarm System Replacement Project** and required supplemental work for the project, all in strict accordance with the Contractual Documents, including all Addenda thereto, as prepared by **Stridde, Callins & Associates, Inc.**

ARTICLE II ENGINEER

Nueces County Engineer, 901 Leopard St, Suite 103, 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 Response Form of this Contract Document for the several respective items of work in the amount of One million two hundred forty nine thousand eight hundred ninety nine and 43/100 dollars (\$ 1,249,899.43) 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 **360 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 Building 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

CIRCLE INDUSTRIES _____

By: _____
MICHAEL G. MONSIVE JR

Title: PRESIDENT / CEO _____

ATTEST FOR COUNTY:

By: Kara Sands _____

Title: Nueces County Clerk _____

ATTEST FOR CONTRACTOR:

Estrella Lopez _____

By: Estrella Lopez _____

Title: Accounting _____

(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 CFO 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: Ty Ladner
By: Ty LADNER

(Seal)

Business Address: 8713 Fallbrook Dr.
Houston Tx 77064