



NUECES COUNTY PURCHASING DEPARTMENT

901 Leopard Street, Room 106, Corpus Christi, TX 78401 (361) 888-0426 FAX (361) 888-0458

May 29, 2012

Martin Marietta Materials
Attn: Mark Higgins
5710 W. Hausman Rd., Ste. 121
San Antonio, TX 78249

Subject: IFB No. 2905-12 Flexible Base (Type A, Grade 1)

Dear Mr. Higgins,

This letter serves as notification on the above mentioned project, that all documents are in order and to please contact Glen Sullivan, Public Works Director at (361) 888-0490 to coordinate the project work. Attached is a signed original of your contract.

Should you have any questions or if anything further is needed, please do not hesitate to call my office.

Sincerely,

A handwritten signature in blue ink that reads "Elsa N. Saenz". The signature is stylized and includes a large flourish at the end.

Elsa N. Saenz
Purchasing Agent

cc: Glen Sullivan, Public Works Director
File

20120084

AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this 9th day of May, 2012, by and between Martin Marietta Materials, a corporation organized and existing under the laws of the State of Texas, hereinafter called "Contractor" and **NUECES COUNTY**, Texas, hereinafter called "County".

Whereas, County put out for bid project no. IFB 2905-12, herein "IFB", for Flexible Base Type A Grade 1;

Now therefore, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE I THE CONTRACT PRICE

Contractor will furnish Flexible Base Type A Grade1, as described in IFB at the prices quoted on their response to IFB, herein "Bid" throughout the contract period. Prices are subject to price escalation/reduction in accordance with contract documents (herein defined). Any increase will require proof to be submitted to County to substantiate increased amount.

ARTICLE II CONTRACT TIME

The duration of the contract: twelve (12) months, with the option to renew for two (2) additional twelve (12) month periods. Contract may be terminated by either party upon thirty (30) days written notice to other party.

ARTICLE III CONTRACT

The Executed Contract Documents shall consist of the following:

1. This Agreement
2. Addenda, required if issued
3. Specifications
4. Signed Copy of Bid
5. Instructions to Bidders
6. General Requirements
7. Advertisement for Bids

THIS AGREEMENT, together with the other documents enumerated in ARTICLE III, 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 the ARTICLE III shall govern, except as otherwise specifically stated.

**ARTICLE IV
GOVERNING LAW AND VENUE**

The governing law shall be the laws of the State of Texas. Venue is specifically set by agreement of the parties in a court of competent jurisdiction in Nueces County, Texas.

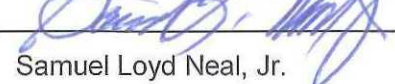
**ARTICLE V
CONTRIBUTIONS**

It is expressly understood by County and Contractor, that from the date of award of contractor 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 contribution 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 contractor 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.

COUNTY

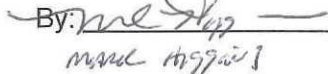
Nueces County

By: 
Samuel Loyd Neal, Jr.

Title: County Judge

CONTRACTOR

MARTIN MARYETTA MATERIALS

By: 
Martin Maryetta

Title: JR SNA MGR

ATTEST



By: _____

Diana Barrera

Title: Nueces County Clerk

By: 

Title: Sales Coordinator



**COUNTY OF NUECES
IFB NO. 2905-12
FLEXIBLE BASE (TYPE A, GRADE 1)
MARCH 13, 2012 – 2:00 PM
BID RESPONSE FORM**

\$ 14.50

State your discounted price per ton if County picks up material at Bidder's shipping point.

3.0 total miles

Distance in miles (one way) from where the material is stored by the Bidder and the center point (Robstown, Texas) of Nueces County.

ITEM AND DESCRIPTION (per specifications)	ESTIMATED QUANTITY (Tons)	UNIT BID PRICE PER TON (Shipping Point)	OFFICIAL TOTAL BASE BID AMOUNT
Item 1: Flexible Base (Type A, Grade 1)	40,000	\$ <u>16.65</u>	\$ <u>666,000.00</u>

MARTIN MARQUETA MATERIALS
Company

5710 W. HAUSMAN RD SUITE 121
Street Address


Authorized Signature

P O Box

MARK HIGGINS
Print or Type Name

SAN ANTONIO TX 78249
City State Zip

SR SALES REPRESENTATIVE
Title

210-294-3373 210-208-4066
A/C Phone Fax

MARCH 12, 2012
Date

MARK.HIGGINS@martinmarqueta.com
E-mail Address