

## AGREEMENT

State of Texas       §

County of Nueces   §

This agreement made and entered into this \_\_\_\_\_ day August 2013, by and between Pro Tech Mechanical, 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 **RFP NO. 2926-13 MAINTENANCE SERVICES FOR CHILLERS** and required supplemental work for the project, all in strict accordance with the Contractual Documents, including all Addenda thereto, as prepared by **Nueces County Engineer**.

### ARTICLE II ENGINEER

Nueces County Engineer, 901 Leopard Street Room 103, 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 on his Proposal Form of this Contract Document for the several respective items of work in the amount of Ten Thousand Seven Hundred Forty and 00/100 dollars (\$10,740.00) completed.

## ARTICLE IV CONTRACT TIME

Term of this Agreement shall be for an initial term of three years from October 1, 2013 through September 30, 2016 with an option to renew. Each renewal, if mutually acceptable to the Contractor and Nueces County, will be in twelve (12) month increments, not to exceed two (2) years additional extensions past the initial term.

This Agreement may be terminated by either party for any reason by giving sixty (60) days written notice of intent to terminate.

## ARTICLE V CONTRACT

The Executed Contract Documents shall consist of the following:

1. This Agreement
2. Addenda
3. Specifications prepared by Public Works
4. Signed Copy of Revised Proposal Response Form
5. Instructions to Offerors
6. General Requirements
7. Advertisement for Proposals

**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.

It is expressly understood by County and Contractor, that from the date of award of proposal 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 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 two (2) original copies on the day and year first above written.

COUNTY

CONTRACTOR

Nueces County

\_\_\_\_\_

By: \_\_\_\_\_

Samuel L. Neal, Jr.

By: \_\_\_\_\_

Title: County Judge

Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_

\_\_\_\_\_

By: Diana Barrera

By: \_\_\_\_\_

Title: Nueces County Clerk

Title: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION**

I, certify that I am the \_\_\_\_\_ 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: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

Business Address: \_\_\_\_\_

\_\_\_\_\_