

AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this 23rd day of October, 2013, by and between Corpus Christi Disposal Service, 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 2937-13, herein "IFB", for Solid Waste Collection & Disposal Service (Dumpsters) for County Properties Only;

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 solid waste containers (dumpsters) and provide regularly scheduled disposal of accumulated solid waste for county properties only as described in IFB at the prices quoted on their signed copy of the Bid Response Form, 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: twenty-four (24) months with an option to renew. Each renewal, if mutually acceptable to the Contractor and the County; will be in twelve (12) month increments, not to exceed three (3) additional years past the initial term. Contract may be terminated by either party for any reason by giving sixty (60) days written notice of intent to terminate. Such notice of termination shall be in writing and shall be effective on a date mutually agreed upon, but in no event more than sixty (60) days from date of written notice.

**ARTICLE III
CONTRACT**

The Executed Contract Documents shall consist of the following:

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

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

Corpus Christi Disposal Service

By: Bill Morgan

Bill Morgan

Title: Sales Manager

ATTEST

By: _____

Diana Barrera

Title: Nueces County Clerk

Sylvia S. Franco

By: Sylvia S. Franco

Title: Notary

