

## AGREEMENT

State of Texas           §

County of Nueces       §

This agreement made and entered into this 23<sup>rd</sup> day of October, 2013 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 2938-13, herein "IFB", for Aggregate Type PB, Grade 4, LRA (Limestone Rock Asphalt);

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 Aggregate Type PB, Grade 4, LRA (Limestone Rock Asphalt) 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  
Marilyn Marietta Materials  
By: [Signature] 9/30/13  
Title: South Texas Sales Mgr.

ATTEST  
\_\_\_\_\_  
By: \_\_\_\_\_  
Diana Barrera  
Title: Nueces County Clerk

MARILYN MARIETTA MATERIALS  
By: [Signature] 9-30-13  
Title: SR SALES REP.