

AGREEMENT

THIS AGREEMENT, made and entered into this 1ST day of November, 2010 by and between *THE CITY OF BELL, A MUNICIPAL CORPORATION*, hereinafter called *Owner*, and E.C. CONSTRUCTION hereinafter called *Contractor*.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Owner, said Contractor agrees with said Owner to perform and complete in a workmanlike manner, all work required under the Bidding Schedule, titled:

**ALAMO AVENUE STREET RECONSTRUCTION
FROM GAGE AVENUE TO RANDOLPH STREET
FEDERAL PROJECT NO. STPL-5272 (008)
CITY PROJECT NUMBER 68-525-0100-0913**

In accordance with the Contract Documents, Specifications and Drawings (hereafter "Specifications") therefore and any addendum therefore, to furnish at his/her own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished to the Owner, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all labor, materials, equipment, tools, and services, temporary structures, tools, and equipment and doing everything required by this Agreement and the said Specifications and Drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Owner, and for all risks of every description connected with the work; also for any expenses resulting from the suspension or discontinuance of work, except as in the said Specifications, are expressly stipulated to be borne by said Owner; and for completing the work in accordance with the requirements of said Specifications and Drawings, said Owner will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the above mentioned Bidding Schedule.

ARTICLE III: The Owner hereby employs said Contractor to perform the work according to the terms of this Agreement for the above mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assignees, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: The Notice Inviting Bids, Notice to Bidders, Contractor's Proposal and Schedule of Work Items, Non-Collusion Affidavit, Statement Acknowledging Penal and Civil Penalties Concerning The Contractor's Licensing Laws, General Provisions, Special

Provisions, Technical Provisions, Specifications, Drawings, and all addenda issued by the Owner with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

ARTICLE V: Davis-Bacon will be enforced, and if the State and Federal wage rates are applicable, then the higher of the two will be used.

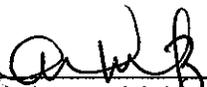
ARTICLE VI: The Contractor shall commence the work covered by this contract within fifteen (15) calendar days after the date of the written Notice to Proceed and shall complete the contract within forty-five (45) working days from the date of the Notice to Proceed, unless the period for completion is extended as otherwise provided in the Contract Documents.

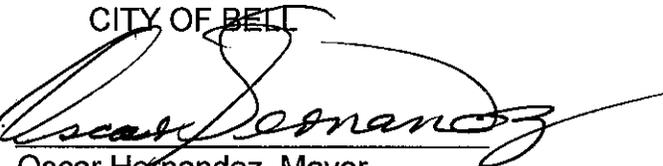
ARTICLE VII: For the performance of all the work required by the Contract Documents subject to additions and deductions as provided herein, the Contractor shall receive the amount of Two Hundred Twenty Six Thousand, Six Hundred Forty Eight Dollars and Ninety Cents (\$226,648.90) for completion of the contract work.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

DATED: November 1, 2010.

ATTEST:

BY: 
Rebecca Valdez, City Clerk

CITY OF BELL
BY: 
Oscar Hernandez, Mayor

E.C. Construction Co.

DATED: _____

BY: _____
Contractor