

## AGREEMENT

State of Texas       §

County of Nueces   §

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ J. S. Haren Company \_\_\_\_\_, 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 **IFB NO. 3113-19 Banquete Booster Pump Station Cyndie Park II, TWDB Project #62622**; and required supplemental work for the project, all in strict accordance with the Contractual Documents, including all Addenda thereto, as prepared by **LVN, Inc.**

### ARTICLE II ENGINEER

**LVN, Inc.**, 801 Navigation, Suite 300, Corpus Christi, Texas, 78408, 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 for awarded total base bid and additive bid No. 1 at the prices stipulated (**as the official bid amount total in the Lump Sum**) Bid Form of this Contract Document for the several respective items of work in the amount of One million

three hundred eighty-four thousand nine hundred and fifty dollars (\$ 1,384,950.00)  
completed subject to additions, deletions, and/or revisions as provided in the General  
Conditions of Agreement included in these Contract Documents.

#### ARTICLE IV CONTRACT TIME

The Work will be completed within 240 calendar days after the date stated in the Notice to Proceed.

#### ARTICLE V CONTRACT

The Executed Contract Documents shall consist of the following:

- |                                                                                       |                            |
|---------------------------------------------------------------------------------------|----------------------------|
| 1. This Agreement                                                                     | 5. Special Provisions      |
| 2. Nueces County Uniform General<br>Conditions for Building<br>Construction Contracts | 6. Signed copy of this bid |
| 3. Addenda, if issued                                                                 | 7. Instructions to Bidders |
| 4. Plans and drawings                                                                 | 8. General Requirements    |
|                                                                                       | 9. Advertisement for Bids  |

**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.

**RETAINAGE** in the amount of five percent (5%) shall be withheld on all Partial Payments until Completion and Final Acceptance of the work by the Owner.

It is expressly understood by County and Contractor, that from the date of award of bid to one (1) 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 **three (3) original copies** on the day and year first above written.

OWNER

Nueces County

By: Barbara Canales

Title: County Judge

CONTRACTOR

J.S. Haren Company

By: [Signature]

Title: President

ATTEST FOR COUNTY:

\_\_\_\_\_

By: Kara Sands

Title: Nueces County Clerk

ATTEST FOR CONTRACTOR:

[Signature]

By: Cassandra L. Haren

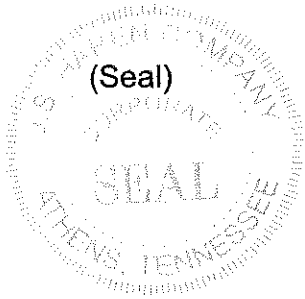
Title: Secretary

**(Corporate Officer signing this agreement cannot sign page 4 of 4 Contractor's Certification or Certificate as to Corporate Principal)**  
**CONTRACTOR'S CERTIFICATION**

I, certify that I am the Secretary of the corporation named as Contractor herein; that, who signed this Agreement on behalf of the Contractor was then President 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: J.S. Haren Company

By: Cassandra A Haren




Business Address: 1175 Highway 11 N  
Athens, TN 37303

**DEBARMENT STATEMENT:**

I certify that the applicant firm is not currently debarred or otherwise declared ineligible by any public agency from bidding to furnish materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the applicant firm has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the applicant firm has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

BY:  (Signature)  
J.S. Haren, President Printed Name & Title  
J.S. Haren Company Company  
1175 Highway 11 N., Athens, TN 37303 Business Address  
November 12, 2009 Date

Project Number/Name or type of services to be provide: \_\_\_\_\_

NUECES COUNTY  
HOUSE BILL 89 VERIFICATION

I, J.S. Haren (Person name), the undersigned  
representative of (Company or Business name) J.S. Haren Company  
\_\_\_\_\_ (hereafter referred  
to as company) being an adult over the age of eighteen (18) years of age, do hereby  
verify that the company named-above, under the provisions of Subtitle F, Title 10,

Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

1-2-20  
DATE

  
SIGNATURE OF COMPANY REPRESENTATIVE

J.S. Haren, President  
J.S. Haren Company