

AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this _____ day of _____, 20__, by and between JE Construction Services, 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 Hazel Bazemore Park Boat Ramp Rehabilitation Project will consist of building a new sheet pile and concrete bulkhead. The project will be located in Hazel Bazemore Park which is located on County Road 69 north of Northwest Blvd. on the Nueces River. This project will also include, as Additive Bid 1, constructing a new picnic area complete with solar lights and concrete sidewalk.

ARTICLE II ENGINEER

Nueces County Engineer, 901 Leopard St, Suite 103, Corpus Christi, Texas, 78401, 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 (s) #1, at the prices

stipulated (as the official bid amount total in the Lump Sum) Bid Response Form of this Contract Document for the several respective items of work in the amount of Two hundred, seventy-six thousand, and four-hundred and four, dollars, (\$276,404.00) 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 **120 working 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
2. Nueces County Uniform General Conditions for Road/Bridge Construction Contracts
3. Addenda, if issued
4. Plans and drawings
5. Special Provisions
6. Signed copy of this bid
7. Instructions to Bidders
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

CONTRACTOR

Nueces County

By: _____
Barbara Canales

By: 

Title: Nueces County Judge

Title: VP

ATTEST FOR COUNTY:

ATTEST FOR CONTRACTOR:

By: _____
Kara Sands

By: 

Title: Nueces County Clerk

Title: APM

Project Number/Name or type of services to be provide: IFB 3100-19

BOAT RAMP RETABILITATION

NUECES COUNTY
HOUSE BILL 89 VERIFICATION

I, GUYTON DIETHE (Person name), the undersigned representative of (Company or Business name) JE CONSTRUCTION SERVICES (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.


5.12.20
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

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)
GRANT DIETZE, VP Printed Name & Title
JE CONSTRUCTION SERVICES Company
7505 UP RIVER RD. CONROUS CINCINNATI, OH 45249 Business Address
5.12.20 Date