

**AGREEMENT**

State of Texas           §

County of Nueces       §

This agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between ERGON ASPHALT & EMULSIONS, INC., 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 3132-20, herein "IFB", for HFRS – 2 Emulsified 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 HFRS – 2 Emulsified Asphalt, as described in IFB at the prices quoted on their response to IFB, herein "Bid" throughout the initial term of the contract period. Unit Prices for renewal period(s) shall be re-determined at the beginning of each renewal period, upon the County receiving ninety days prior written notice by the Contractor. Unit 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/decreased 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. Contractor will notify the County ninety (90) days prior to expiration of then current term, of Contractor's interest in exercising the option to renew. County at its election may renew term, which shall be upon mutual and written agreement of both parties. Either party may terminate this contract with sixty (60) days written notice prior to the end of the then current term or any renewal term.

**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 Response Form
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 **three (3) original copies** on the day and year first above written.

COUNTY

Nueces County

By: \_\_\_\_\_

Barbara Canales

Title: County Judge

CONTRACTOR

ERGON ASPHALT & EMULSIONS, INC.

By:   
TIM McDONALD

Title: VICE PRESIDENT

ATTEST

\_\_\_\_\_  
By: \_\_\_\_\_

Kara Sands

Title: Nueces County Clerk

\_\_\_\_\_  
By:   
KAREN SELLERS

Title: ACCOUNT SPECIALIST

**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: David Stroud (Signature)  
DAVID STROUD, TEXAS REGIONAL MANAGER Printed Name & Title  
ERGON ASPHALT & EMULSIONS, INC. Company  
11612 RM 2244, BLDG 1, STE 250, AUSTIN, TX Business Address  
78738  
JUNE 18, 2020 Date

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

BID IFB #3132-20 HFRS-2 EMULSIFIED ASPHALT

NUECES COUNTY  
HOUSE BILL 89 VERIFICATION

I, DAVID STROUD (Person name), the undersigned  
representative of (Company or Business name) \_\_\_\_\_

ERGON ASPHALT & EMULSIONS, INC. (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.*

JUNE 18, 2020  
DATE

David Stroud  
SIGNATURE OF COMPANY REPRESENTATIVE