



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 13, 2012

Martin Marietta Materials
Attn: Mr. Higgs
523 I-H 37 C-16
Corpus Christi, Texas 78408

Via Email: mark.higgins@martinmarietta.com

Re: **E-11-135B-04-19 Precincts 1 & 4 (C-10-088B-04-27)**
E-11-135C-04-19 Precinct 2 (C-10-088C-04-27)

Dear Ms. Hedden:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **Tuesday, March 27, 2012** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Tuesday, March 20, 2012**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly

appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia, Contract's Manager

Hidalgo County Purchasing Department

cc:

department

auditors

REQUIREMENTS AGREEMENT

C-10-088B-04-27

THIS AGREEMENT (the "Agreement") is entered into effective as of 27th day of April, 2010 by and between Martin Marietta Materials Southwest, Inc. (Primary) ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precincts No. 1 & 4** for the "**Flexible Base Material (Crushed Caliche)**", (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and;

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's option to extend/renew for an additional two (2)-one (1) year terms under the same rates, terms and conditions. This Contract shall commence on May 3, 2010 and expire on May 2, 2011.

In the event the Seller notifies Buyer in writing of non availability or production of the Product, Buyer will seek purchase from "Secondary Vendor" and in such event, Buyer will charge the difference for any additional cost incurred to the "Seller". Buyer reserves the right to purchase the Product from other sources and shall not be in violation of any terms or conditions of this contract. It is agreed that the Product will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

Seller, if Seller is unable to deliver the Product to Buyer within two (2) business days of Buyer's request. Seller agrees to pay Buyer within ten (10) business days of receiving Buyer's notification of additional cost incurred by Buyer of obtaining the Product from another seller or source.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Martin Marietta Materials Southwest, Inc.

Attn: Sam Moreman, Yard Manager
P.O. Box 690
Portland, Texas 78374

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.
- g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- i. **Assignment.** This Agreement shall not be assignable.
- j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.
- n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days

necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

ATTEST:


Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO

By: 

Rene A. Ramirez, County Judge

COMPANY:

APPROVED AS TO FORM:

Atlas & Hall, LLP



Stephen L. Crain

COMPANY: MARTIN MARIETTA MATERIALS

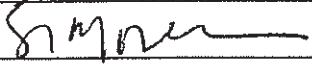
PRINTED NAME: STEPHANIE HEDDEN

TITLE: SALES COORDINATOR

APPROVED BY COMMISSIONERS COURT: 04/27/2010

EXHIBIT "B"
BID PAGE

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: SAM MOREMAN / MARTIN MARIETTA MATERIALS
ADDRESS: P.O. BOX 690
CITY/STATE/ZIP: PORTLAND TX. 78374
PHONE NO/FAX NO: 361.643.6333 / 361.643.9434
CELL PHONE NO: 361.813.3570 / 361.813.1493
E-MAIL ADDRESS: STEPHANIE.HEDDEN@MARTINMARIETTA.COM
AUTHORIZED SIGNATURE: 
TITLE: YARD MANAGER

"EXHIBIT B"
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)"
BID NO. 2010-088-04-07-ERT
BID PAGE

Vendor must provide proof that the material meets the Texas Department of Transportation (TX DOT) gradation requirements and atterberg limits.
 Vendor shall be subject to random sampling of material by the County of Hidalgo.

HIDALGO COUNTY PRECINCT NO. 1	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	\$ 2.50 ^{FOB} (per ton) ^{JERICO}
INITIAL PIT LOCATIONS FOR PRECINCT NO. 1	
1. 2 miles S. OF INTERSECTION	4.
2. FM 1017 & FM 3250 ON 3250	5.
3. JERICO PIT, LINN TX.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s). ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 1	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 2	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	\$ 2.50 ^{FOB} (per ton) ^{JERICO}
INITIAL PIT LOCATIONS FOR PRECINCT NO. 2	
1. SAME AS ABOVE	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	

OPENED

9:40am

APR 07 2010

Witnessed

[Signature]

ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 2	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 3	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	\$ - (per ton)
INITIAL PIT LOCATIONS FOR PRECINCT NO. 3	
1.	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 3	
1.	3.
2.	4.

HIDALGO COUNTY PRECINCT NO. 4	
Flexible Base Material Type D Grade 6 (Crushed Caliche)	\$ 2.50 (per ton) FOB JERICO
INITIAL PIT LOCATIONS FOR PRECINCT NO. 4	
1. SAME AS ABOVE	4.
2.	5.
3.	6.
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS FOR PRECINCT NO. 4	
1.	3.
2.	4.

OPENED
9:40a
APR 07 2010
Witnessed

A

**HIDALGO COUNTY PURCHASING DEPARTMENT
“FLEXIBLE BASE MATERIAL (CRUSHED CALICHE)”
BID NO: 2010-088-04-07-ET**

NAME OF COMPANY	PRIMARY PER PRECINCT	SECONDARY PER PRECINCT
FRONTERA MATERIALS	PRECINCTS 2 & 3	PRECINCTS 1, 3 & 4
MARTIN MARIETTA MATERIALS	PRECINCTS 1 & 4	PRECINCT 2

FOR FURTHER DETAILED INFORMATION – SEE BID TABULATION PER PRECINCT

EXHIBIT "C"
CERTIFICATE OF INSURANCE



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH		NAMED INSURED Martin Marietta Materials Southwest, Inc. c/o Martin Marietta Materials, Inc. Attn: Mr. Todd Crump 2710 Wycliff Road Raleigh, NC 27607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

EXCESS WORKERS COMPENSATION (continued from page 1):

Policy #WCUC46771230 (09/30/2011-09/30/2012) ACE American Insurance Company
 Applicable in the state of Ohio
 NIL Employers Liability - Each Accident
 NIL Employers Liability - Disease - per Employee
 NIL Employers Liability - Disease - Policy Limit
 \$2,000,000 Retention