

REQUIREMENTS AGREEMENT FOR PURCHASE OF MATERIALS

This AGREEMENT (the "Agreement") is entered into as of June 6, 2019 by and between Texas Cordia Construction, a Corporation ("Seller") and Hidalgo County Urban County Program ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "Type D Hot Mix Asphalt (Limestone)" as further described in Exhibit "A" (the "Product"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a Bid to supply Buyer's requirements; a copy of which is attached hereto as Exhibit "B" and

WHEREAS, Buyer has determined that Seller had submitted the lowest and best bid to meet Buyer's requirements for the Product.

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 to Buyer, all of Products that Buyers may require for use by Buyer in "Type D Hot Mix Asphalt (Limestone) delivered to Regency Acres Subdivision & High View Subdivision in the City of Alamo for a period of one (1) year commencing June 6, 2019 and ending June 6, 2020 and may be extended at the county's sole discretion for an additional one (1) year period, and it is agreed that the Product will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
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.
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. Buyer may terminate this contract upon thirty (30) days written notice at any time for any reason: or no reason at all.
5. General Provisions.

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 Urban County Program
Attn: Diana R. Serna, Director
1916 Tesoro St.
Pharr, Texas 78577

If to Seller: Texas Cordia Construction
Attn: Yara M. Corbitt, PE
3149-A Center Pointe Drive
Edinburg, Texas 78539

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. **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.

g. **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.

h. **Assignment.** This Agreement shall not be assignable,

i. **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.

j. **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.

k. **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.

l. **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 sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds 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).

m. **Insurance.** Seller shall provide insurance in force on all its vehicle and all persons connected with providing services under this Contract naming Buyer as an additional insured (with coverage and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to Buyer certificates of such insurance coverage.

n. **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 Buyers:

(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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 Buyer,

(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 of higher tier subcontractor for any contact for Buyer, 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.

APPROVED BY COMMISSIONERS' COURT ON: JUNE 6, 2019

COMPANY:
TEXAS CORDIA CONSTRUCTION

BY: _____
Yara M. Corbitt, PE, CEO

HIDALGO COUNTY

By: _____
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

On this: _____

EXHIBIT "A"

SPECIFICATIONS:

Hidalgo County – Urban County Program
"City of Alamo Type D Hot Mix Asphalt (Limestone)"
Bid No.: 5017-05-0311-5000-0500-UCP-SR

SCOPE OF WORK, SPECIFICATION REQUIREMENTS AND OTHER TERMS & CONDITIONS:

The County Of Hidalgo requests proposals for:
"City of Alamo Type D Hot Mix Asphalt (Limestone)"

(See attached specifications as prepared by Cruz-Hogan Consultants, Inc.)

Engineering Firm Contact:
Cruz-Hogan Consultants, Inc.
605 E. Violet Avenue, Suite 1
McAllen, TX 78504
956-682-5022

City Contact:
Robert L. Salinas, Planning Director
956-787-0006

**Hidalgo County-Urban County
Program Contact:**
Sandra Regalado, Program Coordinator
956-787-8127

SECTION 02260

HOT MIX ASPHALTIC CONCRETE PAVEMENT (LIMESTONE)

1.01 DESCRIPTION

This item shall consist of a base course, a leveling-up course, a surface course, or any combination of these courses as show on the plans, each to be composed of a compacted mixture of mineral aggregate and asphaltic material.

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, or bituminous surface as herein specified and in accordance with the details shown on the plans.

1.02 MATERIAL

Hot Mix Asphaltic Concrete, Type "D" (fine graded surface course) (Limestone). The hot mix asphaltic concrete shall conform to the requirements of the Texas State Department of Highways & Special Provisions 340-115, dated 10-88, with antistripping agent in accordance with Special Specifications Item 3373. The successful bidder shall submit an asphalt mix design within ten (10) days upon award of contract from a geotechnical laboratory demonstrating that the hot mix asphaltic concrete to be used meets these specifications. The asphalt to be used shall be A. C. 20. Special Modifications to Standard Specification Item 340, for the project are as follows:

1. Asphalt Content

Asphaltic Material (AC-20) shall form, from 4 to 8.0 percent of the mixture by weight.

2. Retained Stability

The paving mixture shall have a retained stability of not less than 70 percent when tested in accordance with ASTM standard procedure D1075.

3. Hveem Stability

Hveem Stability shall not be less than 30 percent.

4. All aggregate shall be 100% crushed limestone.

5. Mix shall contain a minimum of 85 percent limestone.

1.03 CONSTRUCTION METHODS

Construction methods used in hot mix asphaltic concrete pavement shall meet the requirements as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" of the SDHPT Standard Specifications, with the following additions:

1. Conditions for Placement

The asphaltic mixture when placed with a spreading and finishing machine, shall not be placed when the air temperature is below 50°F and is rising. The air temperature shall be taken in the shade away from artificial heat. It is further provided that the asphaltic mixture shall be placed only when the humidity, general weather conditions, and temperature and moisture conditions of the base, in the opinion of the Engineer, are suitable.

If the temperature of the asphaltic mixture of a load of any part of load becomes less than 225°F or more than 350°F after being dumped from the mixer and prior to passing through the lay-down machine, all or any part of the load may be rejected.

2. Transporting Asphaltic Concrete

The asphaltic mixture, prepared as specified above, shall be hauled to the work in tight vehicles previously cleaned of foreign material. The dispatching of the vehicles shall be arranged so that all material delivered may be placed, and all rolling shall be completed ruling daylight hours. In cool weather or for long hauls, canvas covers and insulating of the truck bodies may be required. The inside of the truck body may be given a light coating of oil lime slurry, or other material satisfactory to the Engineer, if necessary, to prevent mixture from adhering to the body.

END OF SECTION

OPENED

9:32

5-15-19

Witnessed

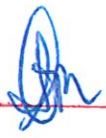


EXHIBIT "B"

BID PAGE

**Hidalgo County – Urban County Program
City of Alamo Type D Hot Mix Asphalt (Limestone)
Bid No.: 5017-05-0311-5000-0500-UCP-SR**

SCOPE OF WORK DESCRIPTION:

The Purchase of Type D Hot Mix Asphalt (Limestone) to include delivery to Regency Acres Subdivision (Jon, Lee & Carlos Drive) & HighView Subdivision (Loma Linda & Alta Vista Street) located at the northeast corner of South Alamo Road (FM 907) and Rancho Blanco Road a total of approximately 1,400 Tons based on 1 1/2" overlay.

BID PRICE PER TON (LIMESTONE): \$ 70.15/ton
(APPROXIMATELY 1,400 TONS)

PHYSICAL LOCATION OF PITS: 6301 S. Valley View Rd., Donna, TX 78537

BIDDER/COMPANY NAME: Texas Cordia Construction, LLC

ADDRESS: 3149-A Center Pointe Drive

CITY/STATE/ZIP CODE: Edinburg, Texas 78539

PHONE & FAX NO.'S: Phone (956) 627-6181 & Fax (956) 386-0289

CELLULAR #: _____

AUTHORIZED SIGNATURE: 

PRINTED NAME: Yara M. Corbitt, PE

TITLE: CEO

BID FOR LUMP SUM CONTRACTS

PLACE Edinburg, Texas
DATE 05/15/2019
PROJECT NO. 5017-05-0311-5000-0500-UCP-SR

Proposal of Texas Cordia Construction, LLC (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: a partnership.

TO the Hidalgo County (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of City of Alamo Type D Hot Mix Asphalt (Limestone) having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 60 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$300 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Brown & Brown Lone Star Insurance Services Inc) and CONTACT NAME (Zurich American Insurance Co). Includes fields for phone, fax, email, and NAIC #.

COVERAGES CERTIFICATE NUMBER: 15512206 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Lists policies for Commercial General Liability, Automobile Liability, Umbrella, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto - The policies include a blanket automatic additional insured endorsement...
Auto, General Liability & WC - The policies include a blanket waiver of subrogation endorsement...
General Liability. - The policy includes a blanket automatic additional insured endorsement...

Table with 2 columns: CERTIFICATE HOLDER (Hidalgo County) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date...)



ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown Lone Star Insurance Services Inc		NAMED INSURED Texas Cordia Construction, LLC Cordia Sue, LLC 3149 A Center Pointe Dr Edinburg TX 78539	
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

such status.

Umbrella Liability - Follow form over GL, AL, and EL subject to policy terms and exclusions

Job:
 City of Alamo – Type D Hot Mix Asphalt (Limestone)
 Urban County Program No.: 5017-05-0311-5000-0500-UCP-SR

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Cordia Construction, LLC
Edinburg, TX United States

Certificate Number:
2019-497975

Date Filed:
05/30/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County - Urban County Program

Date Acknowledged:
05/30/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5017-05-0311-5000-0500-UCP-SR
City of Alamo - Type D Hot Mix Asphalt (Limestone)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Heredia, Isaac	Edinburg, TX United States	X	
	Corbitt, PE, Yara	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Cordia Construction, LLC
Edinburg, TX United States

Certificate Number:
2019-497975

Date Filed:
05/30/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County - Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

5017-05-0311-5000-0500-UCP-SR
City of Alamo - Type D Hot Mix Asphalt (Limestone)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Heredia, Isaac	Edinburg, TX United States	X	
	Corbitt, PE, Yara	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Yara M. Corbitt, PE, CEO, and my date of birth is 11/09/1979.

My address is 3149-A Center Pointe Drive, Edinburg, TX, 78539, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 30 day of May, 20 19.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

CRUZ-HOGAN *Consultants, Inc.*

ENGINEERS | PLANNERS | CONSULTANTS

McAllen | Harlingen | Weslaco
TBPE Firm Reg No. F-4860

May 23, 2019

Diana Serna
Director
County of Hidalgo - Urban County Program
1916 Tesoro Street
Pharr, Texas 78577

Re: Letter of Recommendation
Urban County Program No.: 5017-05-0311-5000-0500-UCP-SR
City of Alamo – Type D Hot Mix Asphalt (Limestone)
City of Alamo, Texas

Dear Ms. Serna:

We have reviewed the two (2) bids received on May 15, 2019 for the Type D Hot Mix Asphalt (Limestone) in the City of Alamo, Texas. Enclosed you will find a bid tabulation sheet for your review.

The low bid submitted by Texas Cordia Construction, LLC from Edinburg, Texas in the amount of \$70.15 per ton for approximately 1,400 tons has been reviewed and appears to be in order. We recommend the low responsible bidder submitted by Texas Cordia Construction, LLC be accepted and a contract be awarded in the amount of \$98,210.00.

If you have any questions, please feel free to contact me at (956) 682-5022.

Sincerely,



Rohnie Cruz, P.E., CFM
Vice President

RC/cr

Enclosure

cc: Luciano Ozuna, Jr., City of Alamo *via E-mail: lozuna@alamotexas.org*
Robert Salinas, City of Alamo *via E-mail: bsalinas@alamotexas.org*
Sandra Regalado, Urban County *via E-mail: sandra.regalado@co.hidalgo.tx.us*
Guadalupe Garcia, Urban County *E-mail: guadalupe.garcia@co.hidalgo.tx.us*
Yara M. Corbitt, Texas Cordia Construction, LLC *via E-mail: yara@texascordia.com*

BID TABULATION

**URBAN COUNTY PROGRAM - CITY OF ALAMO
TYPE D Hot Mix Asphalt (Limestone)**

Pre-Bid Conference: Wednesday, May 8, 2019 - 10:00 a.m.

Location: Urban County Program Office, 1916 Tesoro St. Pharr, TX 78577

Bid Opening: Wednesday, May 15, 2019 - 9:30 a.m.

Location: Hidalgo County Purchasing Department Conference Room, 2802 S. Business Hwy 281 Edinburg, TX 78539

	BIDDER	BID BOND	BID AMOUNT (Bid Price Per Ton)
1	Texas Cordia Construction, LLC	Included	\$70.15/ton
2	Terra Firma Materials	Included	\$74.45/ton
3			
4			
5			
6			
7			
8			
9			
10			

Diana Martinez
Mayor

Robert De La Garza
Mayor Pro-Tem

Trino Medina
Commissioner

Pete Morales
Commissioner

Maria Del Pilar Garza
Commissioner

Luciano Ozuna, Jr.
City Manager



May 31, 2019

Ms. Sandra Regalado
U.C.P. Coordinator II
Urban County Program
1916 Tesoro St.
Pharr, Texas 78577

Re: City of Alamo – Type D Hot Mix Asphalt (Limestone) Project

Dear Sandra:

This letter is to inform you that the City of Alamo commits to paying the difference in cost in the amount of \$12,169.60 in relation to the bid received by Texas Cordia for the hot mix for Highview and Regency Acres Subdivisions. We will process a check and submit it to you in order to cover any overages, however please be aware that the original estimate may vary and not require the additional funding.

If you have any questions contact me at 956-787-0006, ext. 106 or e-mail me at bsalinas@alamotexas.org.

Sincerely:

Robert L. Salinas
Planning Director

CC: Luciano Ozuna, Jr., City Manager
File