

REQUIREMENTS AGREEMENT
C-13-116-09-24

THIS AGREEMENT (the "Agreement") is entered into effective as of the 24th day of September, **2013** by and between **Upper Valley Materials, LLC., d/b/a CAPA** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the "**Purchase of Sand and Bedding Materials**" (the "Product") on an "**As Needed Basis**" 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 references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year**, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **September 24, 2013** and expire on **September 23, 2014** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

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
302 W. University Drive
Edinburg, Texas 78539

If to Seller: Upper Valley Materials, LLC., d/b/a CAPA
C/O Steve Boyd
7301 W. Expressway 83
Mission, Texas 78572

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.** Buyer 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.** Seller shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer 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 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).

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:

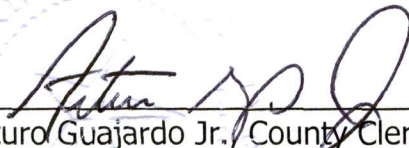
- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee 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.

Approved By Commissioners Court: _____

COUNTY OF HIDALGO

ATTEST:

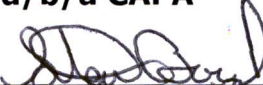


Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 9/24/13 RO

**COMPANY: Upper Valley Materials,
LLC., d/b/a CAPA**

By: 

Printed Name: Steve Boyd
Title: SALES

APPROVED AS TO FORM:
Atla, Hall and Rodriguez, L.L.P.



By: Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

Specifications/Requirements

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2013-116-08-28-MEG

PROJECT OVERVIEW:

Hidalgo County is seeking to enter into a contract for the purchase of sand and bedding material with qualified participants. Sealed Bids will be received for the following "Purchase of Sand and Bedding Material" on an "As Needed Basis"

It is intended that the amount of "Purchase of Sand and Bedding Material" will be on an "as needed basis" by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed.

| Contact Personnel for County Precincts / Billing Purposes | |
|--|---|
| Hidalgo County Precinct #1 David Rodriguez or Mari Gutierrez 1902 Joe Stephens, Weslaco, Texas 78596 (956) 968-8733 | Hidalgo County Precinct #2 Yolanda Cisneros or Ricardo Cuellar 300 W. Hall Acres Rd. Suite G. Pharr, Tx 78577 (956) 787-1891 |
| Hidalgo County Precinct #3 Norma Ceballos or Saul Ramirez 724 N. Breyfogle Rd. Mission, Texas 78574 (956) 585-4509 | Hidalgo County Precinct #4 Juan Carranza 1051 N. Doolittle Rd., Edinburg, Texas 78542 (956) 383-3112 |

PRODUCT SPECIFICATIONS:

- Must be suitable for use in installation of culverts and or other related applications.
- Various sizes but particularly potato size from 2 ½" to 3 1/2" for County-Wide
- **Coarse Aggregate:** Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycle crushed hydraulic cement concrete, crushed stone, or combinations thereof that are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.
- Provide coarse aggregate that when tested in accordance with Tex-413-A, has:
 - At most 0.25% by weight of clay lumps,
 - At most 1.0% by weight of shale, and
 - At most 5.0% by weight of laminated and friable particles.
- Wear must not be more than 40% when tested in accordance with Tex-410-A.
- Unless otherwise shown on the plans, provide coarse aggregate with a 5-cycle magnesium sulfate soundness of not more than 18% when tested in accordance with Tex-411-A. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.
- The loss by decantation as tested in accordance with Tex-406-A, plus the allowable weight of clay lumps must not exceed 1.0% or the value shown on the plans, whichever is smaller. In case of aggregates made primarily from crushing stone, if the material finer than the No. 200 sieve is established to be the dust of fracture and especially free from clay or shale as established by Tex-406-A, Part III, the limit may be increased to 1.5%. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1.0% but not more than 3.0% if the material finer than the No. 200 sieve is determined to be at least 67% calcium carbonate in accordance with Tex-406-A, Part III.

EXHIBIT "A"
 HIDALGO COUNTY
 "PURCHASE OF SAND AND BEDDING MATERIAL"
 BID NO.: 2013-116-08-28-MEG

- Unless otherwise specified, provide aggregate conforming to the gradation requirements shown in Table 3 when tested in accordance with Tex-401-A.

Table 3
 Coarse Aggregate Gradation Chart

| Percent Passing On Each Sieve | | | | | | | | | | |
|-------------------------------|-------------|-------------|--------|--------|--------|--------|--------|--------|-------|-------|
| Aggregate Grade No. | Normal Size | 2 1/2" - 3" | 2" | 1-1/2" | 1" | 3/4" | 1/2" | 3/8" | No. 4 | No. 8 |
| 1 | 2" | 100 | 80-100 | 50-85 | | 20-40 | | | 0-5 | |
| 2 | 1-1/2" | | 100 | 95-100 | | 35-70 | | 10-30 | 0-5 | |
| 3 | 1-1/2" | | 100 | 95-100 | | 60-90 | 25-60 | | 0-5 | |
| 4 | 1" | | | 100 | 95-100 | | 25-60 | | 0-10 | 0-5 |
| 5 | 3/4" | | | | 100 | 90-100 | | 20-55 | 0-10 | 0-5 |
| 6 | 1/2" | | | | | 100 | 90-100 | 40-70 | 0-15 | 0-5 |
| 7 | 3/8" | | | | | | 100 | 70-95 | 0-25 | |
| 8 | 3/8" | | | | | | 100 | 95-100 | 20-65 | 0-10 |

SAND SPECIFICATIONS:

- **Fine Aggregate.** Provide fine aggregate consisting of clean, hard, durable particles of natural or manufactured sand or a combination thereof with or without mineral filler. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, and containing no more than 0.5% clay lumps by weight in accordance with Tex-413-A.
- Provide fine aggregate that does not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A.
- Unless otherwise shown on the plans, use fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with Tex-612-J in all concrete subject to direct traffic.
- Unless otherwise shown on the plans, when necessary, blend the fine aggregate to meet the acid insoluble residue requirement. When blending, use the following equation:

$$\text{Acid Insoluble (\%)} = \{(A1)(P1) + (A2)(P2)\} / 100$$
 where:
 - A1 = acid insoluble (%) of aggregate 1
 - A2 = acid insoluble (%) of aggregate 2
 - P1 = percent by weight of A1 of the fine aggregate blend
 - P2 = percent by weight of A2 of the fine aggregate blend.
- Provide fine aggregate or combinations of aggregates, including mineral filler, conforming to the gradation requirements shown in Table 4 when tested in accordance with Tex-401-A unless otherwise specified.

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2013-116-08-28-MEG

Table 4
Fine Aggregate Gradation Chart (Grade 1)

| Sieve Size | Percent Passing |
|------------|-----------------|
| 3/8 in. | 100 |
| No. 4 | 95-100 |
| No. 8 | 80-100 |
| No. 16 | 50-85 |
| No. 30 | 25-65 |
| No. 50 | 10-35 |
| No. 100 | 0-10 |
| No. 200 | 0-3 |

- Unless otherwise shown on the plans, provide fine aggregate with a sand equivalent of at least 80 in accordance with Tex-203-F.
- For all classes of concrete except Class K, provide fine aggregate with a fineness modulus between 2.30 and 3.10 as determined by Tex-402-A. For Class K concrete, provide a fine aggregate with a fineness modulus between 2.60 to 2.80 unless otherwise shown on the plans.

REQUIREMENTS

1. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.
2. When requested, samples shall be furnished free of expense to Hidalgo County.
3. Location: Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.
4. **BID PRICE SHALL BE PER TON**
5. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
6. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

TERMS AND CONDITIONS:

1. The contract will be in effect for a period of (1) one year from bid award date with Hidalgo County's option to extend for an additional (1) one year term under the same rates, terms and conditions
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement process.

EXHIBIT "A"
HIDALGO COUNTY
"PURCHASE OF SAND AND BEDDING MATERIAL"
BID NO.: 2013-116-08-28-MEG

3. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.
4. Hidalgo County reserves the right to award on an "all or none basis".
5. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
6. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
7. One or more bidder(s) maybe designated as approved vendor(s) for purchases/service for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contract agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
10. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by Hidalgo County with a (30) thirty day written notice prior to any cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.
11. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
12. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).
13. Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
14. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor. Failure to act in this manner may result in termination of this contract.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- a) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- d) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

- e) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via facsimile or e-mail at elena.gomez@co.hidalgo.tx.us no later than, Monday, August 19, 2013 by 5:00 P.M. Responses will be sent to all applicants by no later than, 5:00 P.M., Friday, August 23, 2013.

EXHIBIT "B"
BID PAGE

Bid Page
 HIDALGO COUNTY
 "PURCHASE of SAND and BEDDING MATERIAL"
 BID NO.: 2013-116-08-28-MEG

Gravel 750-77 Pit location - Tom Hill & 3 mile line
 Penitas TX

HIDALGO COUNTY Precinct NO. 1
 (location of site for reference only)
 Mile 11 North & 1 1/2 West
 Mercedes, Texas

| Aggregate Grade No. | Normal Size | \$ (per ton) |
|---------------------|-----------------|---------------|
| 1 | 2" | 15.15 |
| 2 | 1-1/2" | 16.25 |
| 3 | 1-1/2" | 16.25 |
| 4 | 1" | 16.25 |
| 5 | 3/4" | 15.00 |
| 6 | 1/2" | 15.00 |
| 7 | 3/8" | 15.00 |
| 8 | 3/8" | 15.00 |
| Other | 2 1/2" - 3 1/2" | N/A See Below |

Tunnel Rock 1 1/2" - 2 1/4" \$ 11.00
 Oversized Rock 3" - 6" \$ 12.65

HIDALGO COUNTY Precinct NO. 2
 (location of site for reference only)
 301 E. State
 Pharr, Texas

| Aggregate Grade No. | Normal Size | \$ (per ton) |
|---------------------|-----------------|---------------|
| 1 | 2" | 15.00 |
| 2 | 1-1/2" | 16.25 |
| 3 | 1-1/2" | 16.25 |
| 4 | 1" | 16.25 |
| 5 | 3/4" | 15.00 |
| 6 | 1/2" | 15.00 |
| 7 | 3/8" | 15.00 |
| 8 | 3/8" | 15.00 |
| Other | 2 1/2" - 3 1/2" | N/A See Below |

Tunnel Rock 1 1/2" - 2 1/4" \$ 11.00
 Oversized Rock 3" - 6" \$ 12.65

HIDALGO COUNTY Precinct NO. 3
 (location of site for reference only)
 FM 2221 & Iowa Rd.
 Mission, Texas

| Aggregate Grade No. | Normal Size | \$ (per ton) |
|---------------------|-----------------|---------------|
| 1 | 2" | 15.00 |
| 2 | 1-1/2" | 16.25 |
| 3 | 1-1/2" | 16.25 |
| 4 | 1" | 16.25 |
| 5 | 3/4" | 15.00 |
| 6 | 1/2" | 15.00 |
| 7 | 3/8" | 15.00 |
| 8 | 3/8" | 15.00 |
| Other | 2 1/2" - 3 1/2" | N/A See Below |

Tunnel Rock 1 1/2" - 2 1/4" \$ 11.00
 Oversized Rock 3" - 6" \$ 12.65

HIDALGO COUNTY Precinct NO. 4
 (location of site for reference only)
 1051 N. Doolittle Rd.
 Edinburg, Texas

| Aggregate Grade No. | Normal Size | \$ (per ton) |
|---------------------|-----------------|---------------|
| 1 | 2" | 15.00 |
| 2 | 1-1/2" | 16.25 |
| 3 | 1-1/2" | 16.25 |
| 4 | 1" | 16.25 |
| 5 | 3/4" | 15.00 |
| 6 | 1/2" | 15.00 |
| 7 | 3/8" | 15.00 |
| 8 | 3/8" | 15.00 |
| Other | 2 1/2" - 3 1/2" | N/A See Below |

Tunnel Rock 1 1/2" - 2 1/4" \$ 11.00
 Oversized Rock 3" - 6" \$ 12.65

OPENED
 8/28/13
 8:58 AM
Witnessed

Page 1

Bid Page
 HIDALGO COUNTY
 "PURCHASE of SAND and BEDDING MATERIAL"
 BID NO.: 2013-116-08-28-MEG

Pit location: Tom Gilla 3 mile line
 Penitas, TX

Sand 750-77

Concrete SAND \$18⁰⁰ per ton

Concrete SAND \$18⁰⁰ per ton

| HIDALGO COUNTY Precinct NO. 1 (location of site for reference only) Mile 11 North & 1 1/2 West Mercedes, Texas | | |
|---|--------------------|--------------|
| Sieve Size | Percentage Passing | \$ (per ton) |
| 3/8 in. | 100 (100%) | |
| No. 4 | 95-100 (100%) | |
| No. 8 | 80-100 (84%) | |
| No. 16 | 50-85 (65%) | |
| No. 30 | 25-65 (54%) | |
| No. 50 | 10-35 (29%) | |
| No. 100 | 0-10 (1.2%) | |
| No. 200 | 0-3 (.1%) | |

| HIDALGO COUNTY Precinct NO. 2 (location of site for reference only) 301 E. State Pharr, Texas | | |
|--|--------------------|--------------|
| Sieve Size | Percentage Passing | \$ (per ton) |
| 3/8 in. | 100 (100%) | |
| No. 4 | 95-100 (100%) | |
| No. 8 | 80-100 (84%) | |
| No. 16 | 50-85 (65%) | |
| No. 30 | 25-65 (54%) | |
| No. 50 | 10-35 (29%) | |
| No. 100 | 0-10 (1.2%) | |
| No. 200 | 0-3 (.1%) | |

Concrete SAND \$18⁰⁰ per ton

Concrete SAND \$18⁰⁰ per ton

| HIDALGO COUNTY Precinct NO. 3 (location of site for reference only) FM 2221 & Iowa Rd. Mission, Texas | | |
|--|--------------------|--------------|
| Sieve Size | Percentage Passing | \$ (per ton) |
| 3/8 in. | 100 (100%) | |
| No. 4 | 95-100 (100%) | |
| No. 8 | 80-100 (84%) | |
| No. 16 | 50-85 (65%) | |
| No. 30 | 25-65 (54%) | |
| No. 50 | 10-35 (29%) | |
| No. 100 | 0-10 (1.2%) | |
| No. 200 | 0-3 (.1%) | |

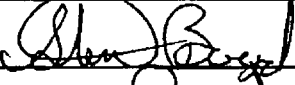
| HIDALGO COUNTY Precinct NO. 4 (location of site for reference only) 1051 N. Doolittle Rd. Edinburg, Texas | | |
|--|--------------------|--------------|
| Sieve Size | Percentage Passing | \$ (per ton) |
| 3/8 in. | 100 (100%) | |
| No. 4 | 95-100 (100%) | |
| No. 8 | 80-100 (84%) | |
| No. 16 | 50-85 (65%) | |
| No. 30 | 25-65 (54%) | |
| No. 50 | 10-35 (29%) | |
| No. 100 | 0-10 (1.2%) | |
| No. 200 | 0-3 (.1%) | |

Also have:
 Fill SAND (NO ANALYSIS) \$4⁰⁰ per ton

OPENED
 8/28/13
 8:58 AM
Witnessed

Page 2

Bid Page
HIDALGO COUNTY
"PURCHASE of SAND and BEDDING MATERIAL"
BID NO.: 2013-116-08-28-MEG

BIDDER/COMPANY NAME: Upper Valley materials (APA)
ADDRESS: 7301 WE #83
CITY/STATE/ZIP CODE: MISSION, TEXAS 78572
PHONE & FAX NO.'S: 956-580-2502 / 956-583-2086
CELL PHONE: 956-369-5250
AUTHORIZED SIGNATURE: 
PRINTED NAME: Steve Boyd
TITLE: Sales
EMAIL: sboyd@empatexas.com

OPENED

8/28/13

8:58 AM

Witnessed

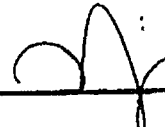


EXHIBIT "C"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2013

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570 | | CONTACT NAME: Consuelo Cavazos, CISR PHONE (A/C No. Ext): (956) 565-2481 FAX (A/C No.): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com | |
| INSURED Upper Valley Materials, LLC 7301 West Expressway 83 Mission TX 78572 | | INSURER(S) AFFORDING COVERAGE INSURER A: Chartis Specialty Ins Co INSURER B: National Liability & Fire Ins INSURER C: Commerce & Industry Ins Co INSURER D: Texas Mutual Ins. Co. INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 2013-2014

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADOL SUBR INSR LWD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | EG17474240 | 2/22/2013 | 2/22/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | 73TRS021187 | 2/22/2013 | 2/22/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | EBU015077298 | 4/25/2013 | 2/22/2014 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | ZSF0001205712 | 10/27/2012 | 10/27/2013 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Reference: Purchase of Sand & Bedding Materials

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Hidalgo County 2812 S Highway Busines 281 Edinburg, TX 78539 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert R Garza/CO <i>Robert R Garza</i> |
|--|--|

ACORD 25 (2010/05)

INS025 (2010/05) 01

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| Year | Make | Model | VIN | Body Type |
|------|-----------|-------------|-------------------|------------------------------------|
| 1996 | Ford | 1/2 Ton | 1FTEF15N4TNA27482 | Pickup truck |
| 2008 | Ford | F250 | 1FTSW21RX8EA91079 | Pickup truck |
| 2008 | Toyota | Pick Up | 3TMKU72N28M015378 | Pickup truck |
| 1999 | Chevrolet | C-15 Fleets | 1GCEC14W4YF124658 | Pickup Truck |
| 2000 | Chevrolet | C-15 Fleets | 2GCEK19T4Y1192526 | Pickup Truck |
| 2005 | Ford | F150 | 1FTRF12215NA02036 | Pickup Truck |
| 2007 | Mercedes | S550 Sedan | WDDNG71X77A028734 | Priv Passenger rated, pleasure use |
| 2005 | Ford | F150 | 1FTRF12235NA52548 | Pickup Truck |
| 1999 | Ford | F550 | 1FDAF56S9XED93966 | Flatbed Truck |
| 2004 | Chevy | Van | 1GCGG25UX41246488 | |
| 2004 | Chevy | Van | 1GCGG25UX41166527 | |
| 1994 | Chevy | | 1GBP7H1J5RJ102860 | Dump Truck |
| 2005 | Ford | F250 | 1FTSW21P45EC60555 | Truck |
| 1999 | Chevrolet | suburban | 3GNFK16R7XG189727 | Suburban or carry-all |
| 2012 | Chevrolet | Silverado | 3GCPCSE09CG131793 | |
| 2013 | Chevy | Silverado | 3GCPCPEA5DG121477 | Pickup truck |
| 2013 | Chevy | Silverado | 1GCNCPEA4CZ350528 | Pickup truck |
| 1999 | Ford | | 1FDWF36L8XEE75903 | |

Zimbra

cris.ayala@co.hidalgo.tx.us

Fwd: Contract for Purchase of Sand and Bedding Materials

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Sep 13, 2013 04:24 PM
Subject : Fwd: Contract for Purchase of Sand and Bedding Materials
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, September 13, 2013 4:21:22 PM
Subject: RE: Contract for Purchase of Sand and Bedding Materials

The draft agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, September 13, 2013 2:43 PM
To: Steve Crain
CC: Cris Ayala
Subject: Fwd: Contract for Purchase of Sand and Bedding Materials

Nr. Crain:
Information requested attached. Please review and comment as to form.
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, September 13, 2013 2:13:20 PM
Subject: Fwd: Contract for Purchase of Sand and Bedding Materials

Ms. Marty,
Here is the updated insurance certificate which includes the list of vehicles. Please forward to legal.

Thank you,
Cris

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
Sent: Friday, September 13, 2013 8:27:25 AM
Subject: Fwd: Contract for Purchase of Sand and Bedding Materials

- B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for the WIC Program Modular Building Site Work project;

n/a

| | | | |
|------------|--------------------------------|-----------------------|-------------------------------------|
| Evaluators | Dannenbaum Engineering Company | HALFF Associates, Inc | Quintanilla, Headley and Associates |
| Evaluators | 94 | 95 | 96 |
| Ranking | 3 | 2 | 1 |

- C. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for: the WIC Program Modular Site Work project.

E.

Co. Wide

1. AI-40603

APPROVED

Presentation of sole bid received as detailed and attached herein for the purpose of award and approval of contract document with Upper Valley Materials, LLC, dba, CAPA vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County "Purchase of Sand and Bedding Materials"- RFB No. 2013-116-MEG.

24.

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. AI-40823 Real Estate Acquisition - FM 681 Project - Parcels 55A & 55B; Ronald & Rosalinda Merrill
- D. AI-40858 CL-12-1006-F; Maria Isabel Martinez and Hector Javier Loreda v. County of Hidalgo

*in @ 11:45
out @ 11:59*

25.

Open Session:

n/a A.
n/a B.

- A. Real Estate Acquisition and appropriation for same
- B. Pending and/or potential litigation

C.

AI-40824 Real Estate Acquisition - FM 681 Project - Parcels 55A & 55B; Ronald & Rosalinda Merrill — *continue to work w/ Daniel Lior*

D.

AI-40859 CL-12-1006-F; Maria Isabel Martinez and Hector Javier Loreda v. County of Hidalgo — *mediation - sept 27th*

26.

Closed Session:

Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed