

CAUSE NO. _____

BRONZE VENTURES, LLC
dba BRONZE BUILDERS

Plaintiff,

V.

WEBB COUNTY

Defendant.

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IN THE DISTRICT COURT

_____ **JUDICIAL DISTRICT**

WEBB COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE COURT:

NOW COMES, Plaintiff, Bronze Ventures, LLC dba Bronze Builders (hereinafter "Plaintiff" or "Bronze"), and files suit against Defendant, Webb County (hereinafter "Defendant").

In support of its petition, Plaintiff shows the court the following:

I.

DISCOVERY LEVEL

1. Plaintiff pleads that discovery should be conducted in accordance with a discovery control plan under Texas Rule of Civil Procedure 190.3.

II.

PARTIES

2. Plaintiff, Bronze, a Texas Limited Liability Company, is a resident of Webb County, Texas and/or does business primarily in Texas.

3. Defendant, Webb County is a governmental entity which can be served in accordance with the Texas Statutes governing service of process over governmental entities, or at 1000 Houston St., Laredo, Texas 78040.

III.
JURISDICTION & VENUE

4. Jurisdiction and venue are proper in a Webb County, Texas district court as many of the facts arose in Webb County, Texas. Furthermore, as per Texas Civil Practice and Remedies Code Sec. 15.015, an action against a county shall be brought in that county. In addition, Sec. 262.007 of the Texas Local Government Code requires suit be brought in a Texas court.

IV.
BACKGROUND

5. Invitation to Bid (ITB) 2018-001 "Self Help Center TCDP#7216013 – Home Reconstruction Project" Award shall hereinafter be referred to as the "Invitation to Bid."

6. The project affecting 364 Pinzon Rd., Lot 17, Ranchitos 359 East Subdivision, Webb County (Project# SHC-ReCon-01 for \$ 48,695.00) shall hereinafter be referred to as "Project #1."

7. The project affecting 118 E. Mendoza St., Lot 6, Block 19, Pueblo Nuevo Subdivision, a Subdivision of Webb County (Project# SHC-ReCon-02 for \$ 48,593.00) shall hereinafter be referred to as "Project #2."

8. The project affecting 122 W. Maria Elena, Lot 6, Block 6, Pueblo Nuevo Subdivision (Project# SHC-ReCon-03 for \$ 48,695.00) shall hereinafter be referred to as "Project #3."

9. Webb County (hereinafter "Webb"), awarded Invitation to Bid (ITB) 2018-001 to Bronze Ventures, LLC, dba Bronze Builders (hereinafter "Bronze"), on or about February 26, 2018. On said date, Webb discussed the issue of awarding said bid to Bronze, and consequently awarded the bid without opposition by any member of the Court. No issue was raised by any Commissioner regarding the awarding of the bid; no issue was raised by the purchasing department representative submitting the bid for approval. No problem was identified by the Webb County Attorney's office either.

10. Sometime after the conclusion of its February 26, 2018 Commissioners Court meeting, Webb publicized its minutes for said meeting. In those minutes, Webb authorized the County Judge to execute all relevant documents on behalf of Webb. Webb also authorized Webb County staff to “proceed with construction contract execution and construction of the 3 project homes (Project #1, Project #2, and Project #3) funded by Texas Community Development Program Grant.”

11. On or about February 28, 2018, Webb and Bronze entered into a written contract for each of the above-listed three projects. At no time prior to the execution of the contracts, nor during the execution of the contracts, did Webb raise any issue regarding the contracts or the bid or the properties. Quite the contrary, the contracts required Bronze to perform construction work at each of the three properties and required Bronze *to commence work immediately*.¹ Bronze began construction immediately. In order to do so, Bronze acquired construction materials and began to perform work on the sites. The procurement of these materials and the commencement of work naturally required the expenditure of funds by Bronze. The cost of these materials and labor to Bronze was \$20,190.00. This sum is being demanded by Bronze in this lawsuit, as will be outlined below, along with other amounts.

12. Because the contracts required Bronze to commence work immediately on all three projects, Bronze was unable to accept *other* construction work from other potential Bronze clients. In particular, Bronze declined a project that would have garnered a profit of \$ 175,000 to \$210,000. Bronze lost this potential profit because its resources were going to be tied up with the three Webb

¹ Section V of the Contract(s), titled “Time of Performance” states as follows: “The Contractor shall, within 10 calendar days from the date of the Order to Proceed, begin actual performance hereunder and all work to be performed by the Contract shall be completed in accordance with the plans, specifications and conditions within 90 calendar days thereafter.”

construction projects, which required Bronze to commence work immediately. Demand is hereby also made by Bronze for this lost profit of \$ 175,000 to \$210,000.

13. In addition, Bronze relied on the three contracts that it had been awarded and anticipated earning a total of \$145,983.00 upon completion of the three projects. Because of Webb's breach, however, Bronze was deprived of its expectancy revenue of \$145,983.00. Demand is hereby made for this amount of \$145,983.00.

14. Bronze made good-faith attempts to try to resolve this issue with Webb informally, but Webb did not resolve this issue for Bronze satisfactorily. Bronze has therefore had to retain the services of the undersigned attorney. Demand is hereby made for attorney's fees and court costs as well.

IV. **BREACH OF CONTRACT**

15. Plaintiff incorporates all of the allegations contained hereinabove.

16. At all times mentioned, Plaintiff was willing and able to perform under the contract(s). All conditions precedent have been performed.

17. Defendant failed to live up to the terms of its own agreement. Plaintiff alleges that the Defendant breached the terms of its own contract. Defendant without reason ordered the Plaintiff to cease work on the three projects. Defendant withheld payment. Defendant's breach caused Plaintiff monetary harm.

18. In addition, as per Section 262.007 of the Texas Local Government Code, a county that is a party to a written contract for construction services or for goods related to construction services may be sued on a claim arising under the contract. Plaintiff seeks the balance due and owed by the Defendant under the contract(s), including any amounts owed as compensation for the increased cost to perform the work as a direct result of delays caused by the Defendant. Plaintiff

also seeks any amount owed for change orders or additional work required to carry out the contract(s). Plaintiff also seeks reasonable and necessary attorney's fees that are equitable and just. Plaintiff also seeks interest as allowed by law.

X.
ATTORNEY'S FEES

19. Plaintiff has retained The Law Office of Norberto Cardenas III, PLLC to represent Plaintiff in this action and has agreed to pay the firm a reasonable fee for necessary services. An award of attorney's fees to the Plaintiff would be equitable and just and authorized under the laws of the State of Texas.

XII.
PRAYER

20. WHEREFORE, Plaintiff requests that the Defendant be cited to appear and answer, and that on final trial, Plaintiff have:

- a. Judgment for damages plus pre-judgment interest as provided by law;
- b. Costs of suit;
- c. Reasonable attorney's fees for trial and appeal as pleaded;
- d. Post-judgment interest as provided by law from the date of judgment until paid; and
- e. Such other and further relief to which Plaintiff may be justly entitled.

Respectfully submitted,

**THE LAW OFFICE OF
NORBERTO CARDENAS III, PLLC**

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