

**FY 2019-2020 Annual Bid Contract Between
Webb County and Julio Perez III**

WHEREAS at a Webb County Commissioner's Court Meeting held on the 9th day of December 2019, the Court approved and awarded Bid No. 2020-04.2, entitled Annual Contract for Flexible Base, to Julio Perez III.

NOW, THEREFORE, IT IS AGREED by, and between the parties hereto the County of Webb, acting by and through its Commissioners Court, hereinafter referred to as "County" and Julio Perez III, hereinafter referred to as "Independent Contractor" shall provide "County" with the scope of services as more particularly described and attached herein as Exhibit A Bid Pricing.

Effective Date and Termination Date of Annual Contract:

The effective date of this Agreement is December 9, 2019, and shall terminate effective September 30, 2020 with no options to extend.

1. Independent Contractor

It is hereby covenanted and agreed by the parties that the services to be provided to "County" by the Independent Contractor and/or Professional shall incorporate the scope of work and requirements as set forth under Bid No. 2020-04.2, entitled Annual Contract for Flexible Base attached hereto as Exhibit A Bid Pricing, and incorporated by reference for all intents and purposes. Independent Contractor/Professional shall perform the services listed under Exhibit A Bid Pricing, attached hereto and incorporated herein by reference as if set out in full for all intents and purposes.

2. Price Matching

If the Purchasing Agent is able to identify a significantly lower price of any product/service provided by independent contractor and determines that it's in the best interest of Webb County; the Purchasing Agent shall first notify the independent contractor either in writing or via email and provide Independent Contractor with the opportunity to match the lower price of any product / service that County is seeking. In the event that the independent contractor is not able to match the lower price Independent Contractor shall notify the Purchasing Agent either in writing or via email no later than next working day. Once notification is received within the required timeline specified in this section the Purchasing Agent is authorized to go outside of the annual contract to obtain the product/services in accordance with the Webb County Purchasing manual rules and regulations.

3. Compensation

The County of Webb shall pay the Independent Contractor for goods/services provided which have been authorized by an Official Purchase Order signed by the Webb County Purchasing Agent. The County Auditor will only authorize payment for the goods/services described on the Official Purchase Order unless otherwise permitted by law or the Webb County Purchasing Policy. Further, compensation for unauthorized change orders will not be paid by Webb County. Only change orders authorized by the Purchasing Agent through an Official Purchase Order will

be paid once all goods are received and/or services completed. No other County Official, employee, officer or Elected Official is authorized to approve purchases and/or changes to purchase orders unless approved by the Webb County Purchasing Agent.

4. Billing Address

All invoices must be submitted to the Webb County Business Office in electronic format and/or delivered to the following address:

Webb County
1110 Washington Street, Ste. 203
Laredo, Texas 78040
Attn: Business Office

Or email to: apinvoices@webbcountytexas.gov

ALL invoices must reference Purchase Order #

5. Independent Contractor

In the performance of work, duties, and obligations required of the Independent Contractor whether one or more, under this Agreement, it is mutually understood, and agreed, that Independent Contractor is, at all times, acting and performing as an independent Contractor. Webb County's sole interest is to assure that the Independent Contractor services be performed and rendered in a competent, efficient, and satisfactory manner. The Independent Contractor hereby agrees to perform the services in strict accordance with approved methods, and practices, in the general field of his expertise.

6. Ethical Standards

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. No Conflicts

Independent contractor represents and warrants that contractor has no actual or potential conflicts of interest in providing services to County under this contract and the contractor's provision of services under this contract would not reasonably create an appearance of impropriety.

8. Additional Services and Expenses

Any and all additional services, parts, costs, fees or expenses, not included in this agreement, shall require both a written request by the Independent Contractor to the County and prior formal approval by a quorum of the Webb County Commissioner's Court at either a regular, special and/or emergency called meeting of the "County". The County shall not be responsible for

and/or shall not compensate the Independent Contractor for these costs without both a written request and prior approval by the County.

9. Terms and Conditions

The Independent Contractor certifies, and affirms, that he/she/company is not legally, or professionally, disqualified from the performance of the duties under this Agreement. Independent Contractor shall advise the County, in writing, of any change in status of the Independent Contractor which may materially affect the ability of Independent Contractor to legally, or professionally, carry out the duties herein.

10. Access to Criminal History Record and Termination of Contract or Disqualification of Bid for Cause

Please be advised that Webb County is entitled to obtain the criminal history information of any person and/or business owner who contracts with the County in accordance with Section 411.1295 of the Texas Government Code. In the event that any criminal history of a person or business owner who contracts with Webb County is discovered, then at that event, Webb County at its sole discretion reserves the exclusive right and shall be entitled to immediate termination of the contract and/or immediate disqualification of bid submittal in the event that such criminal history is discovered, by providing notice to the person and/or business owner of such termination and/or disqualification of bid submittal in accordance with the Notice provisions set forth in Section 13 herein-below.

11. Termination for Convenience

Termination for convenience, also known as a no-fault termination, allows the County to terminate any contract, in whole or in part, at any time in its sole discretion, if it is determined that the termination is in the best interest of the County. As notified by the Purchasing Agent through a 15 day written notice / via email of such intent to terminate contract for convenience.

Purchasing provides the Independent Contractor a written notice specifying the extent of termination and the effective date, providing as much notice as possible. The Independent Contractor is generally paid for allowable costs incurred up to the effective date of termination. The County is not liable for payment to the Independent Contractor related to the terminated portion of the work or any work performed or costs incurred after the effective date of the termination.

12. Termination for Default

A contract may be terminated for default when (a) the County concludes that the Independent Contractor fails to perform, make progress, or in any way breaches the contract and continues to do so after receiving written notice/email notice of such default/issues and fails to cure such default/issues within 10 working days (b) Termination for default should be used as the last resort. The County should do everything practicable to assist the Independent Contractor in curing a default. Factors to consider before making a decision to terminate for default include: (1) The provisions of the contract and applicable regulations, (2) The specific contractual failure(s) and the explanation provided for the failures, (3) The urgency of the need for the contracted supplies or services, (4) Actions the County may have taken that aggravated the problems, (4) The availability of the supplies or services from other sources and the time

required to obtain them, and (5) Availability of funds or resources to re-purchase if the costs cannot be recovered from the defaulting Independent Contractor.

13. Notices

All notices called for, or contemplated, hereunder shall be in writing, and shall be deemed to have been duly given, when personally delivered and/or via e-mail, or seventy-two (72) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

Any notices required to be sent hereunder shall be sent as follows:

TO: Independent Contractor
Julio Perez III (El Tahoe Ranch)
c/o Julio Perez III
8807 Shama Circle
Laredo, TX 78045
(956) 286-1240

E-Mail: jperez9155@aol.com

TO: Webb County
Jose Angel Lopez III, CTPM
Webb County Purchasing Agent
1110 Washington Street, Ste. 101
Laredo, Texas 78040
(956) 534-4125

E-Mail: joel@webbcountytexas.gov

14. Severability

Each paragraph, and provision, hereof is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

15. Prohibitions against Assignment.

No assignment or transfer of this Agreement can be made without written consent of both parties, hereto.

16. Hold Harmless

The independent contractor shall indemnify and hold Webb County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from independent contractor's performance. Independent contractor shall procure and maintain, with respect to the subject matter of this ITB, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this ITB. Certification of such coverage must be provided to the County upon request.

17. Venue/Laws of Texas

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, and the exclusive venue for any and all legal disputes between the parties shall be enforced and shall lie in the Webb County, Texas.

18. Entire Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties herein concerning the subject matter hereof; and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement, or

understandings, verbal or otherwise, of the parties, or their agents, shall be valid, or enforceable, unless signed by both parties, and attached hereto, and/or embodied herein.

19. Amendment

This Agreement may be modified, only in writing, executed by both parties, and approved by a majority of a quorum of the Webb County Commissioner's Court.

20. Confidentiality

Any confidential information provided to, or developed by, Independent Contractor in the performance of the Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual, or organization without the prior approval of COUNTY. All work products, whether in draft or final form is the sole property of Webb County and may not be used by INDEPENDENT CONTRACTOR for any purpose without written consent of COUNTY.

21. Headings

The headings used herein are for convenience only, and shall not constitute a part hereof, or affect the construction or interpretation hereof.

22. Counterparts

This Agreement may be executed in any number or, and by, the different parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute but one and the same document.

23. Terminology and Definitions

All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural, and the plural shall include the singular.

24. Effective Date

This Agreement becomes effective on December 2, 2019.

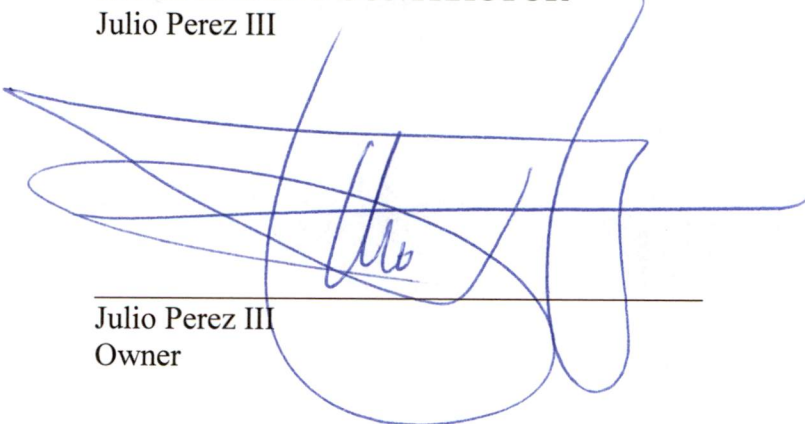
WEBB COUNTY



Tano Tijerina
Webb County Judge

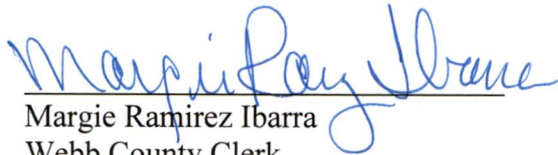
INDEPENDENT CONTRACTOR

Julio Perez III



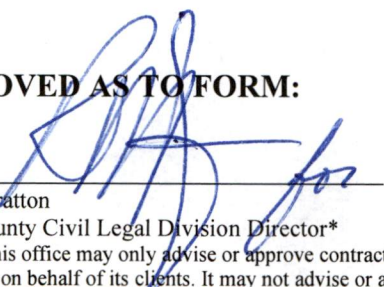
Julio Perez III
Owner

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Nathan Bratton

Webb County Civil Legal Division Director*

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Presented for Approval at the Webb County
Commissioner's Court meeting held on the 9th day of
December, 2019, Item No. 11a*

Bid 2020-04, 2020-04.2	Emperor Services, LLC c/o Cesar Lombrana 8215 San Dario Laredo, TX 78045 (956) 567-5255 cesar@emperorservices.com	Lomas Materials, LLC c/o Carlos Trevino 1312 Houston St. #7 Laredo, TX 78040 (956) 285-3116 carlos@lomasmaterials.com	Martin Marrietta Materials c/o Michael Halleck 5710 W. Hausman Rd. Ste. 121 San Antonio, TX 78249 (817) 648-4055 mike.halleck@martinmarrietta.com	El Tahoe Ranch c/o Julio Perez III 8807 Shama Circle Laredo, TX 78045 (956) 286-1240 jperez9155@aol.com
Annual Contract for Flexible Base "Caliche"				
Contract Term: October 1, 2019 to September 30, 2020				Bid 2020-04.2
ITEM DESCRIPTION	Price	Price	Price	Price
Item I - Type E TxDOT Approved Flexible Base				
(a) picked up by County with County front loader	\$6.75 cu yd	No Bid	\$11.16 cu yd	\$4.00
(b) loaded and delivered by supplier	\$250.00 cu yd	\$7.35 cu yd	\$11.16 cu yd	No Bid
price per mile	\$6.25	\$6.00	\$0.16	No Bid
Item II - Type F Pit Run Caliche				
(a) picked up by County with County front loader	\$6.00 cu yd	No Bid	No Bid	\$4.00
(b) loaded and delivered by supplier	\$250.00 cu yd	\$6.35 cu yd	No Bid	No Bid
price per mile	\$6.25	\$6.00	No Bid	No Bid
Item III - Fill Dirt				
(a) picked up by County with County front loader	\$2.25 cu yd	No Bid	No Bid	\$4.00
(b) loaded and delivered by supplier	\$195.00	\$6.00 cu yd	No Bid	No Bid
price per mile	\$9.75	\$6.00	No Bid	No Bid
Item IV - Type A Flexible Base (delivered)	\$14.50 cu yd	No Bid	\$21.00 cu yd	No Bid
price per mile			\$0.21	
Item V - LRA Premix Type D Cold Mix				
price per ton delivered	No Bid	No Bid	\$41.00 + \$0.18 per mile	No Bid
Item VI - MS-2 (5600 gallons per order)				
(a) price per gallon	No Bid	No Bid	No Bid	No Bid
(b) delivery & demurrage	No Bid	No Bid	No Bid	No Bid
c) other fees	No Bid	No Bid	No Bid	No Bid
Item VII - Water 130 BBLS				
(a) price per load	\$150.00	No Bid	No Bid	No Bid
(b) price per mile	\$1.75	No Bid	No Bid	No Bid
c) other delivery fee	\$25.00	No Bid	No Bid	No Bid
(d) fee to spray water at location	\$0.00	No Bid	No Bid	No Bid
Geographic Location:	South Hwy 83, 3 miles past county line on the left	Mines Road Area, passing Columbia. Las Tiendas Rd.	Greco Pit - Intersection of FM490 & Laguna Seca Rd. Edinburg, TX	Hwy 359 Oilton/Bruni, TX FM2050 12.2 miles North of Bruni
Name of Ranch	Emperor Services Materials Pit	Notzon Family Ranch		El Tahoe Ranch
All TxDOT approved flexible base material must meet testing requirements as per standard specifications under Item 247 in the TxDOT Manual				
Vendors are required to provide Webb County lab testing results on all flexible base material (non DOT approved upon request).				