

Requisition

Req # 00309103 ✓

PO #

Date: 11/02/16

Bill To: x
x

Vendor : 315109
 ERGON ASPHALT & EMULSIONS, INC.
 11612 RM 2244, BLDG 1, STE 250
 AUSTIN TX 78738

Ship To: HIDALGO CO. PCT 1
 1902 Joe Stephens Ave
 WESLACO TX 78596

Contact: OSCAR G.
 956-968-8733

Contract No: C-16-169-06-20

Special Instructions:
 RY138

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
4300.00	GAL	C-16-169-06-20 06/19/17 DO NOT DUPLICATE ORDER CC SS-1 FOR MILE 14 1/2 NORTH (MILE 1W & MILE 2W) Account No _____ 6-1350-431-00-121-231-0-721 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	1.60 ✓ <u>Encumbrance</u> 6,895.05 Freight .00 Total 6,895.05	6,895.05 6,895.05

Authorized By: _____

REQUIREMENTS AGREEMENT
C-16-169-06-20

3:00 FILED AT 3:00 O'CLOCK P.M.
JUL 21 2016
ANTONIO GUERRA, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY: [Signature] DEPUTY

THIS AGREEMENT (the "Agreement") is entered into effective as of 20th day of June, 2016 by and between, Ergon Asphalt & Emulsions, Inc. ("Seller") and ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "SS-1 Emulsified Asphalt and Delivery Services," for Hidalgo County as further described in Exhibit "A" (the "Products"), 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 proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has 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 the Products that Buyer may require for use by Buyer in the areas of **HIDALGO COUNTY** projects for a period of one (1) year, from **June 20, 2016 to June 19, 2017**, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the 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. 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. 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.
 - 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.

release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

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

HIDALGO COUNTY

Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 6/20/16

**ERGON ASPHALT & EMULSIONS,
INC.**

By: R. M. McKemie

Printed Name: R. M. McKemie

Title: VICE PRESIDENT

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo, Jr., County Clerk



**APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP**

By: [Signature]
Date: 7-8-16

EXHIBIT "B"
HIDALGO COUNTY
 (All funding sources, programs, and entities)
"SS-1 EMULSIFIED ASPHALT AND DELIVERY SERVICES"
BID No 2016-169-06-01-SGS

OPENED
 9:46 6-1-16

BID PAGE

Witnessed

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable.
 Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For unloading)

Price Per Gallon (Delivered)	Unit Cost	Demurrage Charge; will commence Two (2) Hours After Arrival
Loads Of 5,000 Gallons Or More Cost Are To Be Net F.O.B., destination	\$ 1.5628 /Gal.	\$ 80.00 Hour
Loads Of 4,000 - 4,999 Gallons Cost Are To Be Net F.O.B, destination	\$ 1.6035 /Gal.	\$ 80.00 Hour
Loads Of 3,000 - 3,999 Gallons Cost Are To Be Net F.O.B., destination	\$ 1.6713 /Gal.	\$ 80.00 Hour
Loads Of 2,000 - 2,999 Gallons Cost Are To Be Net F.O.B., destination	\$ 1.8070 /Gal.	\$ 80.00 Hour
Loads Of 1,000 - 1,999 Gallons Cost Are To Be Net F.O.B; destination	\$ 2.2140 /Gal.	\$ 80.00 Hour

For Internal Use Only - Commodity Code: 745-08 Asphalt, Emulsified

The term of the bid contract will be for a period of one (1) year. Price stated in the bid submitted will remain firm through the contract period and will be only on an "As needed Basis".

BIDDER INFORMATION-INDICATE BRANCH & PHONE NUMBER (if applicable for ordering purposes)

Company Name: ERGON ASPHALT & EMULSIONS, INC.
 11612 RM 2244
 Address: BLDG 1, SUITE 250 PLANT Address 6746 UP RIVER ROAD
Branch Address CORPUS CHRISTI, TEXAS 78409

City/State/Zip Code: AUSTIN, TEXAS 78738

Phone No: (512) 469-9292 Fax No: (512) 469-0391 Cellular No: (361) 271-6465
 SALESMAN ERNESTO SANTILLAN

PLANT
 Branch No: (361) 289-6147 Fax No: (361) 289-8297

Authorized Signature: 

Printer Name: ERNESTO SANTILLAN

Date / 05 / 25 / 2016

Title: AREA SALES MANAGER