

# Requisition

Req # 00309278

PO #

Date: 11/04/16

Bill To: x  
x

**Vendor :** 410179  
LHOIST NORTH AMERICA OF TEXAS, LTD  
3700 HULEN STREET  
FORT WORTH TX 76107  
FAX (830)625-4786

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

**Contact:** OSCAR G.  
956-968-8733

**Contract No:** C-16-176-09-06

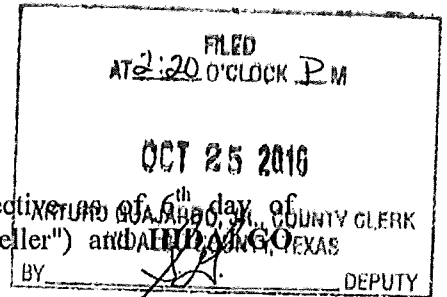
**Special Instructions:**  
RY142

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
299.00	TON	C-16-176-09-06 09/05/17 DO NOT DUPLICATE ORDER CC TYPE B-COMMERCIAL LIME SLURRY  <u>Account No</u> 6-1350-431-00-121-229-0-721 6-1350-431-00-121-229-0-841  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	178.65  <u>Encumbrance</u> 34,720.63 18,695.72  Freight .00  Total	53,416.35      53,416.35

**Authorized By:** \_\_\_\_\_

Req# 309278

REQUIREMENTS AGREEMENT  
C-16-176-09-06



THIS AGREEMENT (the "Agreement") is entered into effective as of 6<sup>th</sup> day of September, 2016 by and between, Lhoist North America, Inc. ("Seller") and HIDALGO COUNTY ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "Lime Road Material 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 September 6, 2016 to September 5, 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. *PRELIMINARY*

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

**EXHIBIT "A"**  
**Specifications/Requirements**  
**Hidalgo County Precinct No. 2**  
**"Lime Road Material and Services"**  
**Bid No: 2016-176-08-10-SMA**

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6) **TESTING** may be performed through an independent testing laboratory at the request of Hidalgo County anytime during the length of the contract. If the result of the test show material does not meet specifications, the cost of the test will be absorbed by the vendor. If the result of the test show material does meet specifications, the cost of the test will be borne by Hidalgo County.

**7) TERMS AND CONDITIONS:**

- a) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- b) Hidalgo County reserves the right to award to one or Multiple bidders, whichever is in the best interest of the County.
- c) Insurance certificates as per "EXHIBIT C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.
- d) **Insurance requirements for this project are to be maintained throughout the contract term (refer to Limits in Exhibit- "C").**
- e) **The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.**
- f) In the event the material furnished does not meet the entire County's requirement (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 unused portion of material found to be unsatisfactory.
- g) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

\* h) All Hidalgo County Precincts/Departments are able to utilize the contract.

*Insurance in Compliance 10/01/17*

OPENED  
9:53 8/10/16

**EXHIBIT "B"**

BID PAGE

Hidalgo County Precinct No. 2  
"Lime Road Material and Services"

Bid No: 2016-176-08-10-SMA

Witnessed

Pricing on must include a complete turn-key job including the following any and all materials, delivery, equipment, labor, tools and incidentals for the proper application of the Commercial Lime Slurry.

DESCRIPTION	PRICE PER TON Delivered and Placed (Spread)
TYPE B-COMMERCIAL LIME SLURRY Per specifications, delivered and placed (spread)	\$ 178.65
Delivery time after receipt of Purchase Order (i.e. days, hrs)	24 HRS AS DIRECTED BY THE PRECINCT
PLANT LOCATION: LA FERIA, TX	

**BIDDER'S INFORMATION:**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: LHOIST NORTH AMERICA

ADDRESS: 350 APG

CITY/STATE/ZIP CODE: NEW BRAUNFELS

CELLULAR NO: 830-221-8581

E-MAIL ADDRESS: JIM SCHOLL@LHOIST.COM

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: Jym Scholl

TITLE: AREA SALES MANAGER