

**REQUIREMENTS AGREEMENT**

**C-17-042-05-30**



**THIS AGREEMENT** (the "Agreement") is entered into as of the **30<sup>th</sup>** day of **May**, **2017** by and between **Frontera Material, Inc.** ("Seller") and **Hidalgo County** ("Buyer").

**WHEREAS**, Buyer has solicited proposals for the supply of its requirements of "**Limestone**" [Only], as further described in Exhibit "A" the Request for Bid (RFB) Procurement Packet, which is attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year for **Preincts 1-2-3-4**;

**WHEREAS**, Seller has submitted a bid 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 certain Products, as described herein.

**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 the "**Limestone**" [Only] (the "Product") listed on Exhibit "B", which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year**, with the Buyer'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. Buyer 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 agreement shall commence on **June 9, 2017** and expires on **June 8, 2018** 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.
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.

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