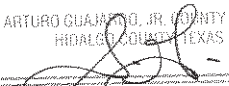


FILED	AT	4:10	O'CLOCK	P.	M.
AUG 28 2019					
ARTURO GUAJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS					
BY					DEPUTY

REQUIREMENTS AGREEMENT
C-19-101-08-27

THIS AGREEMENT (the "Agreement") is entered into as of the 27th day of August, 2019 by and between **Frontera Materials, Inc.** ("Seller") and **Hidalgo County,** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**Flexible Base Material (Crushed Caliche)**", 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 **Precincts 1-2-3-4 & Colonia Access Program;**

WHEREAS, Seller has submitted a proposal to supply Buyer's Flexible Base Material (Crushed Caliche) requirements; and (the "Products");

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 "**Flexible Base Material (Crushed Caliche)**" in the areas of Hidalgo County projects for **Precincts 1-2-3-4 & Colonia Access Program** for a period of one (1) year commencing September 01, 2019 and ending August 29, 2020 and may be extended with the County's sole discretion for an additional two (2) one (1) year periods, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for 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.

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 Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

under this contract/agreement.

q. **Additional Documents.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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



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

HIDALGO COUNTY

Richard F. Cortez
Richard F. Cortez, County Judge

APPROVED BY
COMMISSIONERS COURT
ON: 8/27/19 ms

COMPANY:

By: Barry M. Ehinger
Printed Name: Barry Ehinger
Title: Mayor

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By Stephen L. Crain
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT ON 8/27/19.