



**REQUIREMENTS AGREEMENT
C-20-352-12-01**

THIS AGREEMENT (the "Agreement") is entered into effect this 1st day of December 2020 by and between Ergon Asphalt & Emulsions, Inc, ("Seller" or "Company") and **HIDALGO COUNTY** ("County").

WHEREAS, County has solicited bids for the supply of required "SS-1 Emulsified Asphalt and Delivery Services" for Hidalgo County (on an as needed basis) (the "**Products**"), as further described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB"); and

WHEREAS, Seller has submitted a bid to supply County's requirements in accordance with the specifications as bid, a copy of Seller's Bid being attached hereto as Exhibit "B", and incorporated herein for all purposes; and

WHEREAS, County has determined that Seller has submitted the lowest and best bid to meet County's requirements for the Products, as herein after described.

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. **Term.** County agrees to purchase from Seller, and Seller agrees to sell and deliver to County, all of the Products listed on Exhibit "B" that County may require for use by County in Hidalgo County projects. The term of this agreement shall be for a period of **one (1) year** and may be extended at the County's sole discretion for an additional **one (1) year** term at the same rates, terms and conditions. County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for the unforeseen delay in award of new bid for the next contract term. This Contract shall commence on **December 1st, 2020**, and expire on **November 30th, 2021**, 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. **Product Delivery.** When County 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 Seller to the location in Hidalgo County specified by County in its Purchase Order.

3. **Consideration.** County 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 County in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

4. **License.** As a condition of this Agreement, Seller shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority, including the State of Texas, during the term hereof to provide the Services.

under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

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

r. Required Contract Provision for Contracts Subject to Federal Award (if applicable): Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

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

County: HIDALGO COUNTY

By: Richard F. Cortez
Hon. Richard F. Cortez, County Judge

Seller: Ergon Asphalt & Emulsions, Inc.

By: David Stroud
Printed Name: DAVID STROUD
Title: TEXAS REGIONAL MANAGER

ATTEST:

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

Approved by Commissioners Court on; 12/01/2020

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: : David R. Cantu
David R. Cantu, Assistant District Attorney

APPROVED BY
COMMISSIONERS' COURT
ON: 12/1/20