


THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE  
C-20-543-04-20**

AT	1:45	FILED	O'CLOCK	P	M
MAY 13 2021					
ARTURO GUJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS					
BY					DEPUTY

THIS CONTRACT is made and entered into this 20th day of April, 2021, by and between the County of Hidalgo, Texas ("County"), and CEMEX, Inc., ("Company").

WHEREAS, County requested responses to notices for: "**PURCHASE OF CONCRETE MIX & DELIVERY SERVICES**" on an as needed basis for the County of Hidalgo (the "Services"). A copy of the procurement packet, including applicable specifications, is attached hereto as Exhibit "A", and is incorporated herein for all purposes ("Procurement Packet"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of the Company's response to the Procurement Packet is attached hereto as Exhibit "B", ("Response") and is incorporated herein for all purposes; and;

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awarded the bid to Company.

**NOW, THEREFORE**, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in Exhibit "A" Procurement Packet and Exhibit "B" Company's Response. Services shall be performed within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further, Hidalgo County reserves the right to request these services from other sources other than the successful

vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year(s)**, commencing on **April 20, 2021** and expiring on **April 19, 2022**, and may be extended at the sole discretion of the County for an additional **one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also 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 of award for the next term and under the same rates, terms and conditions.

4. **Licenses.** As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

5. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

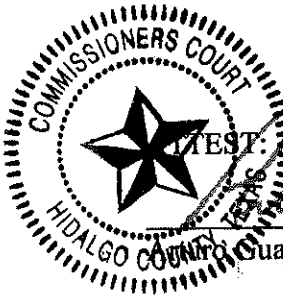
7. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the

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

COUNTY OF HIDALGO

Richard F. Cortez  
Richard F. Cortez, County Judge



Guajardo Jr.  
Guajardo Jr., County Clerk

Company: Cemex

By: [Signature]

Printed Name: James P. [Signature]

Title: Vice President of General Manager

Approved By Commissioners Court On: APPROVED BY COMMISSIONERS COURT ON: 4/20/21 JRS

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

By: [Signature]  
Ricardo Rodriguez Jr.  
Assistant District Attorney