

APPROVED

E-13-128-03-26

12. F.

AI-37577

CC CONSENT

Meeting Date: 03/26/2013

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the County's option to extend the 2nd of (two (2)- one (1) year renewals) with Pavement Markings, Inc.-Contract #E-12-093-03-20 (original #C-11-007-03-28) for: "Striping Of County Roads, County Owned Parking Lots & Misc. County Owned Sites" for Hidalgo County under same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: VARIOUS

FUNDS AVAILABLE Y/N?: N/A

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Purchases are on an as needed basis. Funds must be in place at time of purchase. See exp report for possible funding source and availability of funds.

Attachments

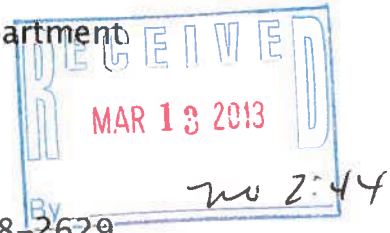
Pavement Markings Inc.
exp report

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/19/2013 11:06 AM
Budget & Management	Obdett Calzada	03/19/2013 12:36 PM
Rosalinda Cantu	Rosie Cantu	03/22/2013 08:16 AM
Auditor's Office	Angela Garcia	03/22/2013 04:03 PM
Form Started By: Vangie Garcia		Started On: 03/08/2013 01:23 PM
	Final Approval Date: 03/22/2013	



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629



March 7, 2013

Pavement Markings, Inc.
Attn: **Juan F. Villegas**
7010 N. FM 493
Donna, Texas 78537

Via: Certified Mail #7099-3220-0002-9745-7316
Email: villerg37@aol.com

Re: Extension Of Service Contract No: E-12-093-03-20
(Original Contract #C-11-007-03-28)
"Striping/Markings of County Roads, County Parking Lots, Etc."

Dear Mr. Villegas:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the 2nd year of the two (2)-one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, March 26, 2013** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Wednesday, March 13, 2013 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Juan F. Villegas - Pres. Date: March 11, 2013
Juan F. Villegas

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo 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. This Contract shall be for a period of **one (1) year (on an as needed and requested basis only)**, commencing on **April 08, 2011** and expiring on **April 7, 2012** and may be extended at the sole discretion of the County for an additional two (2) one (1) year term under the same rates, terms and conditions. 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 contingent upon cost remaining unchanged.

4. 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.

5. 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.

6. 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.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

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

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Company: Pavement Markings, Inc.
Attention: Juan F. Villescas, President
7010 North FM 493
Donna, TX 78537

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.


16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ___ day of _____, 2011.

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

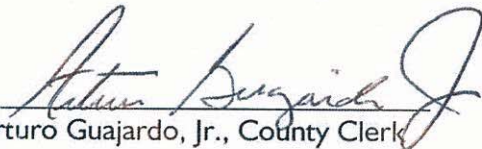
By: 
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: 
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3/28/11 

ATTEST:


Arturo Guajardo, Jr., County Clerk

**COMPANY:
PAVEMENT MARKINGS, INC.**

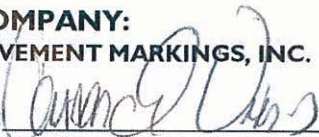
By: 
Printed Name: Juan Villegas Cassandra Villegas
Title: President Vice President

EXHIBIT "A"
HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS -PARKING LOTS-ETC."
RFB NO.: 2011-007-03-16-MEG

SCOPE OF SERVICES:

The services contract will encompass all project-related labor and materials for Striping/Markings of county roads, county parking lots and miscellaneous county owned sites for the County of Hidalgo including, but not limited to, the following:

REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
2. Striping/Markings of county roads, parking lots, & miscellaneous county owned sites will be on an **as needed and as requested basis only**.
3. Delivery hours will be arranged with requestor when requiring Striping/Markings of county roads, county parking lots, and miscellaneous county owned sites.
4. Hidalgo County reserves the right to award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.
5. The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend (2) for (1) one additional year.
6. 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.
7. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
8. 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.
9. **Insurance (requirements) certificates** must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**.
10. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".

EXHIBIT A
HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS -PARKING LOTS-ETC."
RFB NO.: 2011-007-03-16-MEG

Market Volatility and Unit Price Adjustments: Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- a) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- b) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the

ΕΛΠΙΔΗ Α
HIDALGO COUNTY
"STRIPING/MARKINGS OF COUNTY ROADS -PARKING LOTS-ETC."
RFB NO.: 2011-007-03-16-MEG

Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- d) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- e) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY MARCH 09, 2011, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., **FRIDAY MARCH 11, 2011,**

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
 BID PAGE
 HIDALGO COUNTY
 "STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."
 BID NO.:2011-007-03-16-MEG


**The following are the minimum acceptable specifications:
 "Striping/Markings of County Roads County Parking Lots & Misc. County Owned Sites"**

ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white reflectorized paint	\$ 0.26	/ft.
4" yellow or white thermo plastic	\$ 0.38	/lf.
4" reflectors yellow or white	\$ 3.40	/ea.
24" white paint stripe	\$ 2.80	/ea.
Thermoplastic arrows	\$ 80.00	/ea.
6" x 6" Giggle Bar File, yellow or white	\$ 6.40	/ea.
24" white Thermoplastic stripe	\$ 7.40	/lf.
Thermoplastic Words: (include) ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD and RAILROAD	\$ 100.00	/ea.

The "Striping/Markings of County Roads, County Parking Lots & Misc. County Owned Site" contract will, from now on, include the striping of parking lots which will include, but not be limited to:

ITEM SPECIFICATION	BID PRICE	UNIT
4" yellow or white non-reflectorized paint	\$ 0.26	/lf.
4" yellow or white car spaces	\$ 4.20	/ea.
Arrows	\$ 20.00	/ea.
"Reserved" painted on curb	\$ 5.00	/ea.
Handicap Symbols	\$ 60.00	/ea.
Crosshatched Islands	\$ 48.00	/ea.
Painted Curb (red & yellow)	\$ 0.70	/ft.
Repaint Car Stops	\$ 7.00	/ea.
"No Parking (3' Letters)	\$ 5.00	/ea.
Handicap Symbols Pre Fab Thermal 2-color	\$ 140.00	/ea.
Fire Lane	\$ 24.00	/ea.
No parking on red curb	\$ 3.90	/ea.
Cross walk crossing (white or yellow paint) 12"	\$ 1.20	/lf.
Cross walk crossing (white or yellow thermoplastic) 12"	\$ 3.40	/lf.
Parking Lot	\$ 10.00	/ea.
Parking Lot Crossing	\$ 20.00	/ea.
Crossing from ADA to Facility	\$ 45.00	/ea.

LEGEND *if-linear feet /ea.-each/ ft.-feet

OPENED
 9:47
 3-16-20
Witnessed


BIDDER'S INFORMATION

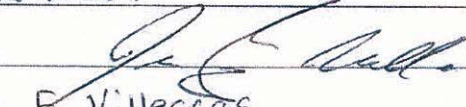
BIDDER/COMPANY NAME: Pavement Markings, Inc.
ADDRESS: 7010 N FM 493
CITY/STATE/ZIP CODE: Donna, TX 78537
PHONE NUMBER: (956) 464-0009
E-MAIL ADDRESS: VILLER37@ADL.COM
CELLULAR NUMBERS: 956-323-0545
FAX NUMBER: (956) 464-5677
AUTHORIZED SIGNATURE: 
PRINTED NAME: Juan F. Villescas
TITLE: President
DATE: 3-10-11

EXHIBIT "C"
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	San Juan Insurance Agency, Inc DBA Valley Ins Providers OR Truckers Ins PO Drawer 3783 McAllen TX 78502	CONTACT NAME:	Debbie Valdez		
		PHONE (A/C, No., Ext):	(956) 781-6663	FAX (A/C, No.): (956) 781-5247	
		E-MAIL ADDRESS:	dvaldez @vip-ins.net		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED	PAVEMENT MARKINGS INC. & J.F.R.G.V. LTD 7010 N FM 493 Donna TX 78537-	INSURER A: Technology Insurance Co., Inc.			
		INSURER B: Travelers Indemnity Company			
		INSURER C: Tower National Ins. CO.			
		INSURER D: Texas Mutual Insurance Co.			
		INSURER E:			
		INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	TPP101209803	11/16/2013	11/16/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BA0C267400-13	06/16/2013	06/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NUGDN02548-13	07/27/2013	07/27/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	TSF00125225012013	06/15/2013	06/15/2014	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contract #E-13-128-03-26

Certificate holder is shown as additional insured on Commercial General Liability and commercial Auto Policies. Waiver subrogation on workers compensation policy. As per written Contract.

CERTIFICATE HOLDER CANCELLATION AI 007087

County Of Hidalgo 2812 S. Business HWY 281 Edinburg TX 78539-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Fax: (956)292-7812

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