



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 beginning **June 8, 2014** and ending **June 7, 2015** and may be extended at the sole discretion of County for an additional two (2) one (1) year term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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:           **The County of Hidalgo**  
                                  **Attn: County Judge**  
                                  **302 W. University Drive**  
                                  **Edinburg, Texas 78539**

If to Company           **Pavement Markings, Inc.**  
                                  **Attn.: Juan F. Villegas, President**  
                                  **7010 North FM 493**  
                                  **Donna, Texas 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. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty (30) day's written notice prior to cancellation.

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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any

agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

18. **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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

**COMPANY: PAVEMENT MARKINGS, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved by Commissioners Court on: \_\_\_\_\_

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

By: \_\_\_\_\_

**EXHIBIT "A"**

**SPECIFICATIONS**

**Exhibit "A"**  
**Hidalgo County**  
**"Striping/Markings of County Parking Lots, Etc."**  
**RFB No.: 2014-012-03-19-CGA**  
**(NIGP CODE: 968-61)**

**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. Striping/Markings of county roads, parking lots, & miscellaneous county owned sites will be on an **as needed and as requested basis only**.
2. Delivery hours will be arranged with requestor when requiring Striping/Markings of county roads, county parking lots, and miscellaneous county owned sites.
3. 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.
4. 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.
5. 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.
6. 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**. Insurance certificates must be maintained throughout the contract term.
7. 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".
8. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without

taking any action.

9. Hidalgo County has the authority to utilize State contracts or any other cooperative purchasing programs, whenever it is in the best interest of the County to do so.

**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 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.

**TERM:**

The contract will be in effect for a period of (1) one year with the County's sole option to extend for two (2) additional (1) one year terms.

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.

**ADDITIONAL INFORMATION:**

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.

Further information required for this project can be addressed to, Martha L. Salazar, C/O Cris Ayala, Buyer III, 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 OR VIA EMAIL TO: [cris.ayala@co.hidalgo.tx.us](mailto:cris.ayala@co.hidalgo.tx.us) ; NO LATER THAN, WEDNESDAY March 12, 2014 5:00 P.M.** Responses will be sent to all applicants via email by no later than, 5:00 P.M., **FRIDAY, March 14, 2014.**

# **EXHIBIT "B"**

## **VENDOR'S BID**

EXHIBIT "B"  
 BID PAGE  
 HIDALGO COUNTY  
 "STRIPING/MARKINGS OF COUNTY ROADS, PARKING LOTS, ETC."

OPENED

3/19/14  
 9:45am

Witnessed

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

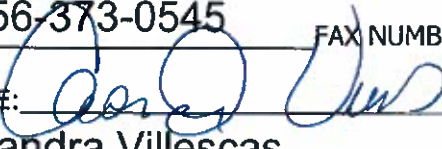
| ITEM SPECIFICATION  | BID PRICE | UNIT |
|---|-----------|------|
| 4" yellow or white reflectorized paint  | \$ 0.28   | /ft. |
| 4" yellow or white thermo plastic   | \$ 0.39   | /lf. |
| 4" reflectors yellow or white   | \$ 3.45   | /ea. |
| 8" yellow or white thermo plastic   | \$ 2.45   | /lf. |
| 24" white paint stripe  | \$ 1.80   | /ea. |
| Thermoplastic arrows  | \$ 85.00  | /ea. |
| 6" x 6" Goggle Bar File, yellow or white  | \$ 5.40   | /ea. |
| 24" white Thermoplastic stripe  | \$ 7.80   | /lf. |
| Thermoplastic Words: (include) <b>ONLY, SCHOOL, ZONE, SLOW, STOP, AHEAD</b> and <b>RAILROAD</b> | \$ 85.00  | /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                     | \$ 0.34   | /lf. |
| 4" yellow or white car spaces                                  | \$ 2.90   | /ea. |
| Arrows   | \$ 15.00  | /ea. |
| "Reserved" painted on curb                                     | \$ 5.00   | /ea. |
| Handicap Symbols   | \$ 45.00  | /ea. |
| Crosshatched Islands   | \$ 48.00  | /ea. |
| Painted Curb (red & yellow)                                    | \$ 0.80   | /ft. |
| Repaint Car Stops  | \$ 7.00   | /ea. |
| "No Parking" (3' Letters)                                      | \$ 5.00   | /ea. |
| Handicap Symbols Pre Fab Thermal 2-color                       | \$ 180.00 | /ea. |
| Fire Lane  | \$ 5.00   | /ea. |
| No parking on red curb   | \$ 3.90   | /ea. |
| Cross walk crossing (white or yellow paint) <b>12"</b>         | \$ 0.90   | /lf. |
| Cross walk crossing (white or yellow thermoplastic) <b>12"</b> | \$ 3.80   | /lf. |
| Parking Lot  | \$ 10.00  | /ea. |
| Parking Lot Crossing   | \$ 20.00  | /ea. |
| Crossing from ADA to Facility                                  | \$ 40.00  | /ea. |

**LEGEND** \*lf-linear feet /ea.-each/ ft.-feet

**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: villerg37@aol.com  
CELLULAR NUMBERS: 956-373-0545 FAX NUMBER: 956-464-0009  
AUTHORIZED SIGNATURE:   
PRINTED NAME: Cassandra Villescas  
TITLE: Vice President  
DATE: 3/18/2014

**OPENED**  
3/19/14  
9:45am  
**Witnessed**  


**EXHIBIT "C"**

**INSURANCE**



# 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<br>DBA Valley Ins Providers OR Truckers Ins<br>PO Drawer 3783<br>McAllen TX 78502 | CONTACT NAME: Debbie Valdez  |
|          |  | PHONE (A/C, No., Ext): (956) 781-6663 FAX (A/C, No.): (956) 781-5247<br>E-MAIL ADDRESS: dvaldez @vip-ins.net |
| INSURED  | PAVEMENT MARKINGS INC. &<br>J.F.R.G.V. LTD<br>7010 N FM 493<br>Donna TX 78537-                                   | INSURER(S) AFFORDING COVERAGE  |
|          |  | 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:<br>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<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><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<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><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<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| D        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          | NUGDN02548-13     | 07/27/2013              | 07/27/2014              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | X        | TSF00125225012013 | 06/15/2013              | 06/15/2014              | WC STATUTORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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<br>2812 S. Business HWY 281<br>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.<br>AUTHORIZED REPRESENTATIVE |
|---|---|

Fax: (956)292-7812

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