



E-19-084-04-23

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

April 16, 2019

Pavement Markings, Inc.
7010 N. FM 493
Donna, TX 78537
P (956) 464-0009
ATTN: Cassandra Villescascas

Via email villerg37@aol.com
TERM: June 07, 2019 - June 06, 2020

Re: **EXTENSION/RENEWAL & 1295 FORM NOTICE**
Original Contract# (C-17-053-05-16) - "Striping/Marking of County Roads, County Parking Lots, & Misc. County Owned Sites-Hidalgo County"

Dear Ms. Villescascas

Be advised, that County has chosen the option to exercise **the final term of the additional two (2) year period. (under the same rates, terms and conditions)** with Pavement Markings, Inc. for the referenced project. However, in order to proceed with approval of the extension, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-19-084** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court**, the signed and notarized "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via fax to (956) 292-7612 or via email to: hector.garcia1@co.hidalgo.tx.us **by no later than Thursday, April 18, 2019 or sooner if possible**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

In, addition, please include your "**Updated Certificate of Insurance**" with acknowledgment of receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: hector.garcia1@co.hidalgo.tx.us by no later than date reflected above.

By: 
Ms. Cassandra Villescascas

Date: 4/16/19

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department at (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Agent

MLS/hag
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-477464

Date Filed:
04/16/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PAVEMENT MARKINGS INC
DONNA, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-19-084

RENEWAL/ EXTENSION NO. E-19-084 STRIPING/ MARKING OF COUNTY ROADS, COUNTY PARKING LOTS & MISC COUNTY OWNED SITES - HIDALGO COUNTY

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

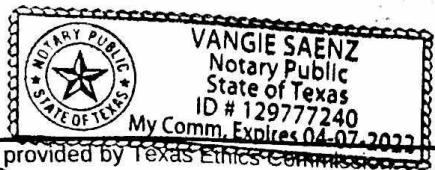
6 UNSWORN DECLARATION

My name is Cassandra Villescas, and my date of birth is 01/23/1985.

My address is 2700 Xavier McAllen Tx 78504 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 16th day of April, 2019.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2019-477464

Date Filed:
04/16/2019

Date Acknowledged:
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PAVEMENT MARKINGS INC
DONNA, TX United States

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Hidalgo County

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E-19-084
RENEWAL/ EXTENSION NO. E-19-084 STRIPING/ MARKING OF COUNTY ROADS, COUNTY PARKING LOTS & MISC COUNTY OWNED SITES - HIDALGO COUNTY

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2019

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	SanJuan Ins Agency, IncDBA Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-	CONTACT NAME: ALEYDA MOLINA	FAX (A/C, No): (956) 781-5247	
		PHONE (A/C, No, Ext): 956-685-1936	E-MAIL ADDRESS: amolina@vip-ins.net	
INSURED	PAVEMENT MARKINGS INC. 7010 N FM 493 Donna TX 78537-	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Burns & Wilcox Ltd.		
		INSURER B: Evanston Insurance Co.		35378
		INSURER C: Evanston insurance Co.		35378
		INSURER D: Texas Mutual Insurance Co.		22945
		INSURER E: Travelers Property Casualty Co		
		INSURER F: LIBERTY MUTUAL		

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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0110CAP0019361-1	01/22/2019	01/22/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA0C267400-18	06/16/2018	06/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			XOBW7470118-1	01/22/2019	01/22/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	TSF00125225012018	06/15/2018	06/15/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
F	RAILROAD PROTECTIVE LIABILITY			RPHV770350-1	05/11/2018	05/11/2019	EACH OCCURRENCE 2,000,000 POLICY AGGREGATE 6,000,000

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

Contract #E-16-146-03-22

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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Approval of Application for Payment No. 10 in the amount of \$15,155.07 for the Pct 2 Regional Linear Park project submitted by contractor, Clore Construction, LLC through Contract C-16-378-02-21 and as reviewed by project engineer, Ricardo Gallaga, P.E.

- F. **AI-64231** Requesting acceptance and approval of Invoice No. 18023 in the amount of \$47,472.95 as submitted by project engineer, Javier Hinojosa Engineering provided under Contract# C-CAP-18-051-02-27 WA No. 1 for Barboza Lopez #2 Subdivision, Big John Subdivision, Martin Subdivision and Val Verde Subdivision.
- G. **AI-64227** Approval to enter into a 36 month Capital Lease with G.E. Capital Information Technology Solutions, dba, Ricoh USA, for the HC Department of Health and Human Services.

Department	REQ#	Months	Model	Monthly Payment
Health & Human Services	367337	36	MP7503SP	\$462.95

- H. **AI-63898** Recommending approval for HC to exercise the sixty (60) day extension for contract #E-17-166-05-30 for "General Printing Services and Related Supplies" while procurement process is completed and processed, at the same rate, term and conditions, extension effective June 15, 2018 through August 13, 2018.
- I. **AI-64086** Requesting authority to exercise the option to renew/extend the following contracts as stipulated and provided in the contracts under the same rates, terms, and conditions for: E-18-071-03-27 Linebarger Goggan Blair & Sampson, Executive Office "Lease of Office Space - Edcouch Elsa" for an additional One (1) year.
- J. **AI-64116** Requesting authority to exercise the first one (1) year [of 2-1 year options possible] extension [as provided in current contract] under #C-17-053-05-16 for: "Striping of County Roads, County Owned Parking Lots & Misc County Owned Sites" [on an as needed basis] for HIDALGO COUNTY [under the same rates, terms and conditions] with Pavement Markings, Inc.
- K. **AI-64155** Requesting authority to exercise the option to renew current contract for an additional one (1) year term, as stated for "Type D Hot Mix Asphalt-Gravel-only", on an "as needed basis" for Hidalgo County [under the same rates, terms and conditions] with Valley Caliche Products, Inc: E-18-084A-03-27 effective June 27, 2018 through June 26, 2019.
- L. **AI-64157** Approval to exercise the County's option to extend the first [of 2/1 year term options] under contract #C-17-038-04-05 with Purpose Driven Polygraph Investigative Consultants, LLC for "Polygraph Examiners for Pre-Employment, Criminal and Suitability (on an as needed basis) for Hidalgo County Sheriff's Office under the same rates, terms & conditions.
- M. **AI-64110** Constable Precinct #4:
Requesting approval for the destruction (through the Hidalgo County Sheriff's Office) of salvaged departmental uniforms, gear and/or equipment in the interest of safety and security against possible misuse of said items since the majority of the items contain department logo. Items have been considered obsolete/worn and/or have failed to operate.



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

March 14, 2018

via email: villerg37@aol.com

Ms. Casandra Villescascas, Vice President
Pavement Markings Inc.
7010 N. FM 493
Donna Texas, 78539
956-464-0009

Re: HB Form 1295 Required/Renewal/Extension Notice
Extension# E-18-085-03-27 - "Striping/Markings of County Roads, County Parking Lots, and County Owned Sites"

Dear Ms. Villescascas:

Be advised, that in order to proceed with the County's option to extend/renew for the first (1st) of two (2) **One (1) year term, under the same rates, terms and conditions** with **Pavement Markings, Inc.** for the referenced project, the County is required, as of **January 1, 2016**, to comply with the **Texas Government Code, §2252.908**, and the rules issued by the **Texas Ethics Commission** found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

Thus, in order for County staff to process the above referenced extension/renewal; you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 Form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide **Renewal/Extension No. E-18-085-03-27**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed and submitted to our office by the deadline stated below.

In order to proceed with approval of **Renewal/Extension** for referenced project by **Commissioners Court on March 27, 2018**, the signed "**HB Form 1295**" and "**Extension Notice**" must be received in our office completed via email to: tanya.delira@co.hidalgo.tx.us **by no later than Tuesday, March 20, 2018**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

Please acknowledge receipt to this notice by signing below and returning to the Hidalgo County Purchasing Department, via email: tanya.delira@co.hidalgo.tx.us by no later than date reflected above.

By:

Ms. Casandra Villescascas

Date:

3/14/18

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract process. If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/tdl
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2018-326085

Date Filed:
03/14/2018

Date Acknowledged:
03/21/2018

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PAVEMENT MARKINGS INC
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

E-18-085-03-27
Striping an Markings of County Roads, County Parking Lots, and County Owned Sites.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
PAVEMENT MARKINGS INC
Donna, TX United States

Certificate Number:
2018-326085

Date Filed:
03/14/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
E-18-085-03-27
Striping an Markings of County Roads, County Parking Lots, and County Owned Sites.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

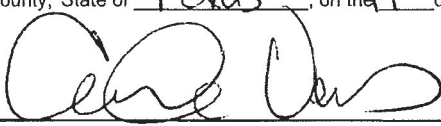
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Cassandra Villescias, and my date of birth is 01/23/1985.
My address is 2700 Xavier (street), McAllen (city), TX (state), 78504 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 14th day of March, 2018.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

20.K

1. **AI-59677** Presentation of the sole responsible vendor, Model Laundry submitting the lowest and best bid [meeting all specifications and/or requirements as detailed in the supporting documentation contained herein] for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County - "Mats, Dust Mops & Shop Rags & Towels" through project No.: 2017-057-04-26-FAZ.

Tanya

APPROVED

2. **AI-59823** Requesting approval to accept bid and approval to award Contract to Pavement Markings Inc. lowest and best bidder over all and meeting all specified requirements for RFB No.2017-053-05-10-TDL "Striping / Markings of County Roads, County Parking Lots & Misc. County Owned Sites", subject to compliance with HB1295.

21.

Open Forum

① Fern McLaugherty Re: 5c tax abatement item 20I, 19B

22.

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A.

Real Estate Acquisition

*in @ 12:54
out @ 1:47*

B.

Pending and/or potential litigation

C.

AI-59687 CCD-0343-H; State of Texas v D&S Bell Enterprises, Ltd., et al

D.

AI-59865 CCD-0378-H; State of Texas & Hidalgo County v John Rigney & Melissa Rigney

E.

AI-59873 CL-17-2105-A; Saragoza Gomez & Anita Gomez v KHIP Ventures LLC, et al

F.

AI-59728 EEOC Charge No. 451-2016-0284; Jose Lauro Hinojosa v County of Hidalgo

G.

AI-59767 EEOC Charge No. 451-2017-01461; Maria Leal v County of Hidalgo

H.

AI-59726 Claim of Mary Alice Palacios —

I.

AI-59697 Claim of Maria Mendoza —

J.

AI-59702 Claim of Italy Perez —

K.

AI-59704 Claim of Maria Solmonson —

L.

AI-59808 Claim of Jim McAllen —

23.

OK

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Requesting engagement with the firm of Atlas, Hall + Polyzos for the refer to 24c

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 07, 2017 and ending June 06, 2018 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
 100 East Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company **Pavement Markings Inc.**
 7010 N. FM 493
 Donna Texas 78539

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.

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).

19. **Immunities.** Nothing in this Contract is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS our hands in duplicate originals this 16th day of May, 2017.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 5/16/17 mb

ATTEST:

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



COMPANY: Pavement Markings Inc.

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

Approved by Commissioners Court on: May 16th 2017

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

By: [Signature]