

SETTLEMENT AGREEMENT AND RELEASE IN FULL

This agreement is between Texas A&M AgriLife Research, a component of The Texas A&M University System, a state institution of higher education and governmental unit of the State of Texas, located in College Station, Texas (referred to herein as ALRSH), and County of Hidalgo (referred to herein as County of Hidalgo); these entities will be referred to collectively as “the parties.”

WHEREAS, on September 22, 2022, an incident occurred that caused County of Hidalgo to incur bodily injury and/or property damages.

WHEREAS, the County of Hidalgo has made a claim against ALRSH for damages suffered as a result of the above-referenced incident.

WHEREAS, ALRSH has agreed to settle this outstanding disputed claim, and County of Hidalgo has agreed to accept ALRSH’s settlement offer as a full and final settlement and release of any and all claims arising out of the above-referenced incident.

NOW, THEREFORE, the parties agree as follows:

1. In consideration of the facts set forth above and the sum of \$34,701.25 (Thirty Four Thousand, Seven Hundred One Dollars and Twenty Five Cents), the receipt and sufficiency of which is acknowledged, County of Hidalgo releases and discharges ALRSH, its officers, agents, employees, and volunteers from any and all claims and causes of action of any kind whatsoever including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, strict liability, gross negligence, or intentional conduct of ALRSH, which County of Hidalgo has or might have, known or unknown, now existing or that might later arise, directly or

CI202300170

indirectly attributable to the above-referenced incident.

2. It is expressly understood and agreed that these terms are contractual and not mere recitals; the agreements made and the sum paid is to compromise disputed claims, avoid litigation, and buy peace; and that the payment made should not be construed as an admission of liability, all liability having been expressly denied.

3. This agreement contains the entire agreement between the parties and supercedes all prior agreements, arrangements, or understandings between the parties relating to the incident. Oral agreements contrary to this agreement do not exist.

4. This agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this agreement on the _____ day of _____, 20____.

For Texas A&M AgriLife Research

Signature: _____

Printed Name: _____

Title: _____

For County of Hidalgo

Signature: _____

Printed Name: _____

Address: _____ Street, # & Name

(Same as W9) _____ City, State & Zip Code

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

Ph. (512) 255-9951
 Fax (512) 255-0146

P.O. Box 130
 Round Rock, Texas 78680

PROPOSAL

October 22, 2022

CONTROL :
 PROJECT: REBUILD OVERHEAD BEACON
 HIGHWAY: MILE 2 AY MILE 10
 COUNTY: HIDALGO

Item No.	Item-code Desc. Code	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
500		MOBILIZATION	LS	1	\$1,850.00	\$1,850.00
502		LANE CONTROL	EA	2	\$2,300.00	\$4,600.00
621		TRAY CABLE 12AWG/4COUNDTOR	LF	225	\$2.45	\$551.25
625		SPAN WIRE 3/8	LF	140	\$2.50	\$350.00
680		ELEC SREVICE TY T 120/240 000	EA	1	\$2,400.00	\$2,400.00
684		INSTALL HWY FLASHING BEACON	EA	1	\$2,500.00	\$2,500.00
682		VEH SIGNAL SECTION LED RED	EA	4	\$312.00	\$1,248.00
684		VEH SIGNAL SECTION LED YELLOW	EA	6	\$312.00	\$1,872.00
686		INSTALL TRF SIG CBLE 12AWG/5CONDR	LF	150	\$2.20	\$330.00
6007		INSTALL TRF SIG POLE STL STR TYTB W/LUM REMOVAL OF TRF SIGNAL	EA	2	\$8,900.00	\$17,800.00
			EA	1	\$1,200.00	\$1,200.00

Total Bid Amount
\$34,701.25

PERFORMANCE & PAYMENT BONDS. - ADD 1% IF REQUIRED.

NOTES:

- 1) CAN THE PRECINIT HELP WITH LOCAL SHERIFF FOR ADDITIONAL SAFETY
- 2) CAN THE PRECINIT HELP RESTORING POWER WHEN WORK IS COMPLETED
- 3) MATERIAL QUOTES ONLY GOOD FOR 30 DAYS IF THEY EXPIRE WILL HAVE REVISE QUOTE

Contact Steve Rutledge @ 956-239-1615 for any questions.