



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
MONDAY, OCTOBER 21, 2024**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Special Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Monday, October 21, 2024 at 5:30 PM for the purpose of discussing the following items:

NOTE: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Weslaco City Commission will convene in such executive or closed session whether or not such item is posted as an executive session item at any time during the meeting when authorized by the provisions of the Texas Open Meetings Act.

Pursuant to Texas Government Code Section 551.127, on a regular, non-emergency basis, the Weslaco City Commission may attend and participate in the meeting remotely by telephonic conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Roll Call.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. NEW BUSINESS

- A. Discussion and consideration to exercise the one-year extension option with Pavement Markings for Weslaco Pavement Marking Improvements and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- B. Discussion and consideration to enter into an agreement with the developer of Chelsea Park Subdivision for road improvements on a section of West 10th Street and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.

IV. ADJOURNMENT

I hereby certify this **Notice of a Special Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 18th day of October 2024, on or before 5:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Office at (956) 968-3181, Ext. 1001 prior to the meeting date.

Removed from Bulletin Board

Date:

Initials:

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.



Standardized Agenda Request Form

Date of Meeting: October 21, 2024		Agenda Item No. (to be assigned by CSO): 2024-1013	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ADELAIDA VEGA Martin Garza		Created	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 21, 2024		Agenda Item No. (to be assigned by CSO): 2024-1011	
From: David Arce			
Subject: Discussion and consideration to exercise the one-year extension option with Pavement Markings for Weslaco Pavement Marking Improvements and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: For approval of an agreement that was approved on 9-19-2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo Pavement Markings Extension , 2023/24 Fully executed Pavement Markings, Inc, 2022-23-25 PAVEMENT MARKINGS, Updated COL Insurance			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

Date: October 21, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: PAVEMENT MARKINGS IMPROVEMENTS EXTENSION

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Requesting approval for the extension of the Pavement Markings Improvement agreement with Pavement Marking from Donna. The original agreement was approved last year September 2023. We are requesting the first of a 3 single year option for an extension. The vendor did agree to keep the same pricing.

Staff Recommends Approval.

AGREEMENT

A. AGREEMENT

This Agreement is made between:

the Owner: The City of Weslaco
255 S. Kansas Ave
Weslaco, Texas 78596

and the Contractor:

for the following Project: **Weslaco Pavement Marking Improvements**

B. CONTRACT DOCUMENTS

This is a work authorization format agreement. Contractor will be assigned work authorization/work orders as required. The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the Contractor's Notice of Weslaco Pavement Markings Improvements, the Instruction to Bidders, the Bid Proposal, the Plans and Specifications, Bid Addenda as indicated in the Bid Proposal, this Contract, and written Change Orders issued after execution of this Agreement.

The Contract Documents represent the entire and integrated contract between the City and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the City and the Contractor.

C. INSPECTION AND ACCEPTANCE

The City's inspection and acceptance of contractual compliance will be accomplished by the City Engineer. We reserve the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays, or weekends.)

D. CONTRACT SUM

Subject to additions and deductions by Change Order, the Contract Sum is:

(One hundred thousand and zero cents) \$ 100,000.00

Prior to beginning of each work order, the Contractor shall provide to the City a Schedule of Values based on the contract rates shown in Exhibit A, which shall be used for purposes of periodic payments. The Contract Sum for each work authorization shall include all materials, supplies, tools, equipment, supervision, and labor necessary for the proper prosecution and completion of the Work.

E. CONTRACT TIME

The Contractor shall be assigned work orders and will begin the Work within ten (10) days of receipt of a written Notice to Proceed. The work orders shall be substantially complete within 30 Calendar days or as identified in each work order.

F. LIQUIDATED DAMAGES

The Contractor shall be charged a sum of \$250.00 as liquidated damages for each day beyond the Completion Date that the Work is not substantially complete.

G. PAYMENT TERMS:

The City shall pay within thirty (30) days for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

H. VENUE

This contract shall be construed according to the laws of the State of Texas. The performance of this Contract shall be in Hidalgo County, and venue for any action will lie exclusively in Hidalgo County, Texas. The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. INDEPENDENT CONTRACTOR; PERSONNEL

- (a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent, or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation, and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
- (b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.
- (c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate

this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein

without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

J. INSURANCE

- (a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to always remain in force during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Weslaco, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.
- (b) The City of Weslaco shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. If the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.
- (c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Weslaco Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

- 1. \$100,000 bodily injury each accident
- 2. \$500,000 bodily injury by disease policy limit
- 3. \$100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Weslaco must provide Workers' Compensation insurance.

ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors, and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- (c) Cancellation for Non-appropriated Funds. The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- (d) Force Majeure. The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
 - i. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
 - ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
 - iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
 - iv. The non-performing party uses its best efforts to remedy its inability to perform.
 - v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

L. MATERIALITY AND WAIVER OF BREACH

- (a) City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

M. MISCELLANEOUS PROVISIONS

- (a) Successors and Assigns. All the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- (b) Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- (c) No Waiver of Governmental Immunity. NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.
- (d) Assignment. Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.
- (e) Modification or Amendment. No amendment change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- (f) Venue. This Agreement and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Hidalgo County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations to resolve such dispute and shall, upon failing to negotiate a mutually satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.
- (g) To extend allowed by law, Contractor will and does agree to indemnify, protect, defend with counsel approved by City, and hold harmless by City and their respective elected officials, employees, representatives, and agents from and against all damages, losses, liens, causes of action, suits, judgements, expenses, and other claims of any nature, kind or description, including reasonable attorney's fees incurred in investigating, defending, settling any of the forgoing, by any person or entity, arising out of, caused by, resulting from Contractor's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission, or willful misconduct of Contractor, anyone directly employed by Contractor, or anyone else whose acts other indemnification or right which City has by law or equity. All Parties will be entitled to be represented by counsel at their own expense.
- (h) Notices. All notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United

States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: [name] Frank Villescas
[street address] 7010 N FM 493
[city, state, zip] DONNA, TX 78537

If to City: [name] _____
[street address] 255 S. Kansas Ave
[city, state, zip] Weslaco, TX 78596

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

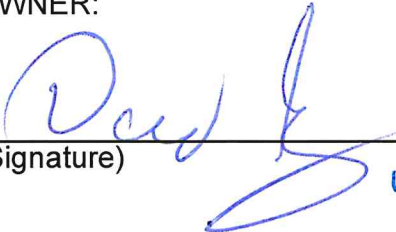
- (i) Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- (j) Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISSION OF THE CITY OF WESLACO.

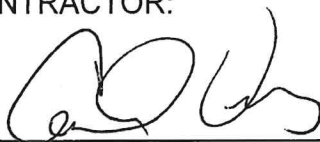
EXECUTED THIS 19th DAY OF September, 2023.

OWNER:


(Signature) *wec 9/19/23*

Print Name: David Suarez, Mayor
City of Weslaco

CONTRACTOR:


(Signature)

Print Name: Cassandra Villegas Vice President

ATTEST:


(Signature)

Print Name: Norma A. Cantu
City Secretary

APPROVED AS TO FORM:


(Signature)

Print Name: Juan E. Gonzalez
City Attorney

EXHIBIT "A"

TO STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR FOR
PAVEMENT MARKING IMPROVEMENTS ON VARIOUS ROADWAYS

DATED _____, 2023.

[Attach copy of **FEE SCHEDULE** to this Agreement]



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-25

Proposal Sheet

PROJECT: WESLACO PAVEMENT MARKINGS IMPROVEMENTS

AT

VARIOUS LOCATIONS

RFB #2022-23-25

COUNTY: HIDALGO

ITEM-CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
500	6001	MOBILIZATION DOLLARS ONE and ZERO CENTS	LS	1.000	\$1.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING DOLLARS ONE and ZERO CENTS	MO	1.000	\$1.00
644	6001	INS SM RD SN SUP & AM TY 10BWG (1) SA(9) DOLLARS THREE HUNDRED and ZERO CENTS	EA	20.000	\$6,000.00
644	6068	RELOCATE SM RD SN SUP&AM TY 10BWG DOLLARS ONE HUNDRED and ZERO CENTS	EA	10.000	\$1,000.00
644	6076	REMOVE SM RD SN SUP & AM DOLLARS ONE HUNDRED and ZERO CENTS	EA	10.000	\$1,000.00
666	2003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL) DOLLARS ZERO and SIXTY FIVE CENTS	LF	100.000	\$65.00
666	2012	REFL PAV MRK TY I (W) 4"(SLD)(100MIL) DOLLARS ZERO and SIXTY FIVE CENTS	LF	100.000	\$65.00
666	6030	REFL PAV MRK TY I (W) 8"(DOT)(100MIL) DOLLARS THREE and FORTY CENTS	LF	100.000	\$340.00
666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL) DOLLARS TWO and TWENTY CENTS	LF	1000.000	\$2,200.00
666	6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL) DOLLARS SIX and FORTY CENTS	LF	100.000	\$640.00



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-25

ITEM- CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL) DOLLARS FIVE and EIGHTY CENTS	LF	1000.000	\$5,800.00
666	6093	REFL PAV MRK TY I (W)(RR XING)(100MIL) DOLLARS TWO HUNDRED and ZERO CENTS	EA	10.000	\$2,000.00
666	6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL) DOLLARS TEN and ZERO CENTS	EA	100.000	\$1,000.00
666	6105	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL) DOLLARS SIXTY and ZERO CENTS	EA	20.000	\$1,200.00
666	6111	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL) DOLLARS ONE HUNDRED FORTY and ZERO CENTS	EA	20.000	\$2,800.00
666	2105	REFL PAV MRK TY I (Y) 4" (BRKN) (100MIL) DOLLARS ZERO and SIXTY FIVE CENTS	LF	10.000	\$6.50
666	6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL) DOLLARS ZERO and SIXTY FIVE CENTS	LF	10.000	\$6.50
666	6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL) DOLLARS TWO and EIGHTY CENTS	LF	10.000	\$28.00
666	6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL) DOLLARS SIX and FORTY CENTS	LF	10.000	\$64.00
666	6147	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL) DOLLARS SIX and EIGHTY CENTS	LF	10.000	\$68.00
668	6077	PREFAB PAV MRK TY C (W) (ARROW) DOLLARS TWO HUNDRED TEN and ZERO CENTS	EA	10.000	\$2,100.00
668	6078	PREFAB PAV MRK TY C (W) (DBL ARROW) DOLLARS TWO HUNDRED TWENTY and ZERO CENTS	EA	20.000	\$4,400.00



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-25

ITEM-CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
668	6083	PREFAB PAV MRK TY C (W) (LNDP ARROW) DOLLARS TWO HUNDERED TWENTY and ZERO CENTS	EA	10.000	\$2,200.00
668	6085	PREFAB PAV MRK TY C (W) (WORD) DOLLARS TWO HUNDRED FORTY and ZERO CENTS	EA	20.000	\$4,800.00
668	6095	PREFAB PAV MRK TY C (W)(BIKE RR XING) DOLLARS ONE HUNDRED and ZERO CENTS	EA	10.000	\$1,000.00
672	6006	REFL PAV MRKR TY I-A DOLLARS FOUR and EIGHTY CENTS	EA	10.000	\$48.00
672	6007	REFL PAV MRKR TY I-C DOLLARS FOUR and EIGHTY CENTS	EA	100.000	\$480.00
672	6008	REFL PAV MRKR TY I-R DOLLARS THREE and NINETY CENTS	EA	20.000	\$78.00
672	6009	REFL PAV MRKR TY II-A-A DOLLARS FOUR and EIGHTY CENTS	EA	20.000	\$96.00
672	6010	REFL PAV MRKR TY II-C-R DOLLARS FOUR and EIGHTY CENTS	EA	20.000	\$96.00
677	6001	ELIM EXT PAV MRK & MRKS (4") DOLLARS ONE and FORTY CENTS	LF	1,000.000	\$1,400.00
677	6005	ELIM EXT PAV MRK & MRKS (12") DOLLARS ONE and SIXTY CENTS	LF	1000.000	\$1,600.00
677	6007	ELIM EXT PAV MRK & MRKS (24") DOLLARS ONE CENTS EIGHTY and	LF	1000.000	\$1,800.00



WESLACO PAVEMENT MARKING IMPROVEMENTS
RFB 2022-23-25

ITEM- CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				

GRAND TOTAL

FORTY FOUR THOUSAND THREE HUNDRED EIGHTY THREE DOLLARS AND ZERO CENTS

Words

\$44,383.00

Figures

BY:

Signature

8/8/2023

Date

COMPANY

PAVEMENT MARKINGS INC

EXHIBIT "B"

TO STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR FOR
PAVEMENT MARKING IMPROVEMENTS ON VARIOUS ROADWAYS

DATED _____, 2023

[**WORK AUTHORIZATION** TO BE ATTACHED AT LATER DATE FOR PROJECT
ASSIGNMENT BETWEEN CITY AND CONTRACTOR pertaining to this project]

SAMPLE EXHIBIT "B"

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Contract executed between CITY AND CONTRACTOR on _____, hereinafter identified as the "Contract", entered into by and between **CITY OF WESLACO** ("CITY") and _____ ("CONTRACTOR").

PART 1. The CONTRACTOR will perform the following services:

The scope of work for CONTRACTOR services involves pavement marking improvements to various roadways. The scope is further described in ATTACHMENT "C".

Work identified in ATTACHMENT "C" shall also be done in accordance all provisions as identified in the Contract.

PART 2. The maximum amount payable for services under this Work Authorization is \$ _____. This amount is based upon the following budget:

See ATTACHMENT "C"

PART 3. Payment to the CONTRACTOR for the services established under this Work Authorization shall be made in accordance with Contract No _____.

PART 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization as provided in the Contract.

PART 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

PART 6. This Work Authorization is hereby accepted and acknowledged below.

City of WESLACO, Texas

Pavement Markings, Inc.

By: _____

By: _____

Albert J. Aldana, P.E.

Frank Villescas

City Engineer

President

Date

Date

LIST OF ATTACHMENTS

ATTACHMENT "A": Services to be provided by the CITY.

ATTACHMENT "B": Services to be provided by the CONTRACTOR.

ATTACHMENT "C": Scope of Work and Fees



City of Weslaco

**Invitation for Bids
For Weslaco Pavement Markings
Improvements at Various Locations**

RFB NO.: 2022-23-25

PRE-BID MEETING DATE: July 27, 2023

PRE- BID MEETING TIME: 10: 00 AM

ZOOM Meeting

BID DUE DATE: August 9, 2023

BID DUE TIME: 10:00 AM

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FOR
WESLACO PAVEMENT MARKINGS
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CITY OF WESLACO

Invitation to Bid WESLACO PAVEMENT MARKINGS IMPROVEMENTS AT VARIOUS LOCATIONS RFB No.: 2022-23-25

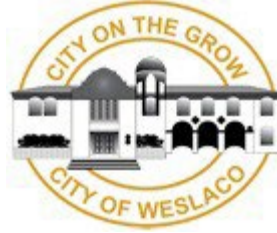
Electronic submissions of bids addressed to Homer Rhodes, Purchasing Agent, will be accepted via BIDNET. RFP deadline 10:00 AM on August 9, 2023, at which time they will be opened and read aloud via ZOOM meeting (Zoom link provided in RFP document).

Potential respondents are advised that documents related to the solicitation of bids can be downloaded from the City of Weslaco web page address: <https://www.bidnetdirect.com/texas/cityofweslaco>. Be advised that the BIDNET portal/website is the primary source of all bid documents. **BIDNET portal/website must be monitored regularly for addendums and/or bid notices. Respondents are responsible for obtaining all the necessary information required for a compliant bid.**

A non-mandatory but recommended pre-bid conference will be held on July 27, 2023 at 9:00 AM via ZOOM (link provided in RFP document).

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold bids for a period of sixty (30) days without taking action, for the purpose of reviewing and investigation of respondent's qualifications prior to award. Bids must be submitted electronically through BIDNET, no other form of submission will be accepted.

City of Weslaco
/s/ Homer Rhodes
Purchasing Agent
956-447-2240
hrhodes@weslacotx.gov



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for **WESLACO PAVEMENT MARKING IMPROVEMENTS AT VARIOUS LOCATIONS - RFB No.: 2022-23-25** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the e-mail address below prior to August 9, 2023 or indicated your intention to bid through BIDNET portal.

Homer Rhodes
hrhodes@weslacotx.gov

Name: _____ Signature: _____
(print / contact person)

Title: _____ Company/Agency: _____

Mailing
Address: _____ City/State/Zip: _____

Phone: _____ Fax: _____

Email Address: _____

RFB No.: **2022-23-25**

INSTRUCTIONS TO BIDDERS

PROJECT DESCRIPTION

The City of Weslaco proposes to install pavement marking improvements on various roadways throughout the city. Pavement markings may be installed on recently paved roadway projects and others on existing marked/unmarked streets. Work orders for pavement marking improvements will be assigned to the contractor and costs will be based on unit bid prices and estimated quantities for each project location. Ample time will be provided for the contractor to substantially complete each assigned work order. Contract term is for one (1) year with an option for an additional year up to a total of three (3) years.

RFB DETAILS

Pre-Bid Meeting

A non-mandatory **PRE-BID MEETING**: RFB NO.: 2022-23-25 PAVEMENT MARKING IMPROVEMENTS AT VARIOUS LOCATIONS PROJECT

Time: July 27, 2023 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84919042551?pwd=dkp1SWM3UDR1MXJDSUhNbHpsTmFEUT09>

Meeting ID: 849 1904 2551

Passcode: 578658

888 788 0099 US Toll-free

Submittal Procedures

Bids must be submitted electronically via BIDNET

Please note that the bid must be in PDF format and large files compressed into a zip file. Uploaded files must be named accordingly to the Vendor and RFB number. Bids must be submitted via BIDNET by August 9, 2023 at 10:00 AM.

Bid Opening

Topic: **BID OPENING**: RFB NO.: 2022-23-25 PAVEMENT MARKING IMPROVEMENTS AT VARIOUS LOCATIONS

Time: Aug 9, 2023 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89494078379?pwd=c2RrdStCS2tBWUh2NjRkVzc1UDF2UT09>

Meeting ID: 894 9407 8379

Passcode: 121231

888 788 0099 US Toll-free

BASIS OF BID AWARD – The contract will be awarded to the responsible and responsive bidder meeting the specifications and having the lowest possible unit price of the Bid, consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by City Commission action.

A certified or cashier's Check or an original Bid Proposal Guaranty issued by a corporate surety company licensed to do business in the State of Texas and payable to the order of the City of Weslaco, Texas, in an amount not less than five percent (5%) of the greatest total amount of the Bid Proposal, must accompany each Bid as a guarantee that if awarded the Contract, the successful Bidder will promptly enter into a Contract and execute payment and performance bonds as outlined in the specification and Contract Documents.

A Performance Bond, in an amount of not less than one hundred percent (100%) of the Contract Price, conditioned upon the faithful performance of the Contract; a Payment Bond, as required by Chapter §2253 of the Texas Government Code, guaranteeing the payment of all persons supplying labor and furnishing materials; and an Extended Warranty Bond, either by separate instrument or incorporated in the foregoing bonds, will be required. Payment and performance bonds provided to the City of Weslaco for these purposes are required to conform with Article 7.19-1 of the Texas Insurance Code. To that end, all bonds provided (i) must be executed by a surety company holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law—or- (ii) must be provided by a surety company that is covered by reinsurance for any liability in excess of \$100,000.00 from a reinsurer authorized and admitted as a reinsurer in Texas holding a certificate of authority from the United States secretary of the treasury to qualify on obligations permitted or required under federal law. (See Chapter 2253 – Performance and Payment Bond)

A. A listing on the Department of the Treasury Listing of Approved Sureties on the date of bond issuance shall be sufficient proof of the aforesaid certificate of authority.

B. A copy of the reinsurance contract(s) with accompanying cover letter with original signature shall be sufficient proof of the aforesaid reinsurance.

Contractor shall provide either a copy of the list as described in “A.” above, or the contract(s) and letter described in “B.” above, together with the payment and performance bonds.

Bid Bonds, Performance Bonds, Payment Bonds, and Extended Warranty Bonds issued by a corporate surety company not licensed to do business in the State of Texas will not be accepted.

INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

BID REJECTION OR PARTIAL ACCEPTANCE – The CITY OF WESLACO reserves the right to reject any or all bids. It further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

CHANGE ORDERS - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of Weslaco.

INSURANCE -

Prior to beginning work, the Contractor shall furnish the City with certificates of insurance in the amounts listed below:

A. Workers' Compensation Insurance

Amount: Statutory Limits

B. Comprehensive General Liability Insurance

Amount: \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate

C. Comprehensive Automobile Liability Insurance

Amount: \$1,000,000 Combined Single Limit

This insurance shall be kept in force until the work under this contract has been completed and accepted by the City. The City shall be listed as Additionally Insured under the policy.

Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Statements of Qualifications (RFQ-SOQ), a Bid Solicitation (RFB) or other solicitation has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents, or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

C. False Statements

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

D. Use of False Identification

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

E. Improper Influence

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

F. Improper Representation

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

AGREEMENT

A. AGREEMENT

This Agreement is made between:

the Owner: The City of Weslaco
255 S. Kansas Ave
Weslaco, Texas 78596

and the Contractor:

for the following Project: Weslaco Pavement Marking Improvements at
Various Locations

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the Contractor's Notice of Weslaco Pavement Markings Improvements at Various Locations, the Instruction to Bidders, the Bid Proposal, the Plans and Specifications, Bid Addenda as indicated in the Bid Proposal, this Contract, and written Change Orders issued after execution of this Agreement.

The Contract Documents represent the entire and integrated contract between the City and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the City and the Contractor.

C. INSPECTION AND ACCEPTANCE

The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. We reserve the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays, or weekends.)

D. CONTRACT SUM

Subject to additions and deductions by Change Order, the Contract Sum is:

(_____) \$ _____

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments. The

Contract Sum shall include all materials, supplies, tools, equipment, supervision, and labor necessary for the proper prosecution and completion of the Work.

E. CONTRACT TIME

The overall contract time is for a total of one (1) year from the date of execution with the option to extend it for an additional year (1) up to a total of three (3) years. The Contractor shall be assigned work orders and will begin the Work within ten (10) days of receipt of a written Notice to Proceed. The work orders shall be substantially complete within 30 Calendar days or as identified in each work order.

F. LIQUIDATED DAMAGES

The Contractor shall be charged a sum of \$250.00 as liquidated damages for each day beyond the Completion Date that the Work is not substantially complete.

G. PAYMENT TERMS:

The City shall pay within thirty (30) days for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

H. VENUE

This contract shall be construed according to the laws of the State of Texas. The performance of this Contract shall be in Hidalgo County, and venue for any action will lie in Hidalgo County, Texas. The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. INDEPENDENT CONTRACTOR; PERSONNEL

- (a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent, or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation, and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
- (b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and

experience to accomplish the Services.

- (c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

J. INSURANCE

- (a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to always remain in force during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Weslaco, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.
- (b) The City of Weslaco shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. If the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.
- (c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Weslaco Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

- i. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

- 1. \$100,000 bodily injury each accident
- 2. \$500,000 bodily injury by disease policy limit
- 3. \$100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Weslaco must provide Workers' Compensation insurance.

- ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors, and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.
This coverage must include, but not limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Automobile Liability Insurance

Covering all owned, hired, and non-owned automobile equipment.

Limits: Bodily injury \$500,000 each person,
\$1,000,000 each occurrence
Property damage \$100,000 each occurrence

This insurance shall be kept in force until the work under this contract has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

K. TERMINATION

- (a) Termination for Cause. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided. This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- (b) Termination for Convenience. The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

- (c) Cancellation for Non-appropriated Funds. The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- (d) Force Majeure. The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
 - i. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
 - ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
 - iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
 - iv. The non-performing party uses its best efforts to remedy its inability to perform.
 - v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

L. MATERIALITY AND WAIVER OF BREACH

- (a) City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

M. MISCELLANEOUS PROVISIONS

- (a) Successors and Assigns. All the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- (b) Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- (c) No Waiver of Governmental Immunity. NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.
- (d) Assignment. Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.
- (e) Modification or Amendment. No amendment change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- (f) Venue. This Agreement and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Hidalgo County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations to resolve such dispute and shall, upon failing to negotiate a mutually satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.
- (g) Notices. All notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: [name] _____
[street address] _____
[city, state, zip] _____

If to City: [name] _____
[street address] 255 S. Kansas Ave
[city, state, zip] Weslaco, TX 78596

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- (h) Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- (i) Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISSION OF THE CITY OF WESLACO.

EXECUTED THIS _____ DAY OF _____, 2023.

OWNER:

CONTRACTOR:

(Signature)

(Signature)

Print Name: David Suarez, Mayor
City of Weslaco

Print Name: _____

ATTEST:

(Signature)

Print Name: Norma A. Cantu
City Secretary

APPROVED AS TO FORM:

(Signature)

Print Name: Juan E. Gonzalez
City Attorney

CONTRACT PROVISIONS AND SPECIFICATIONS

A. GENERAL PROVISIONS

1.1 OCCUPATION OF THE PREMISES

The City reserves the right to utilize the premises during installation, provided, however, that the Owner's use will not unreasonably delay the installation of the mentioned improvements. The Contractor shall coordinate and cooperate with the Owner and shall not unreasonably disrupt the Owner's activities.

1.2 SAFETY AND OBSERVANCE OF LAWS

The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, and regulations that affect the Work. The Contractor shall make every reasonable effort to maintain a safe work site and shall comply with the Occupational Safety and Health Act of 1970 (OSHA) and all amendments thereto an applicable state statutes.

1.3 PERMITS AND FEES

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incident to the proper execution of the work.

1.4 INSPECTIONS AND CORRECTION OF WORK

The Contractor shall schedule all required inspections and shall not cover up work requiring inspection until approval is obtained. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at his own expense.

B. BASIC REQUIREMENTS

See Attachment "A" – Project Engineering Plans

1.1 SCHEDULE OF VALUES

- A. Submit schedule on AIA Form G703. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate prior to beginning the Work.

1.2 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 and G703 or contractor's standard form. Utilize Schedule of Values for listing items in Application for Payment.
- B. Payment Period: Monthly.

1.3 CHANGE PROCEDURES

- A. Submit Proposal Request and fixed price quotation to City on AIA Form G701.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized for record documents. Record actual revisions to the Work. Record information concurrent with construction progress.
- B. Submit documents to City with claim for final Application for Payment.

1.5 PROJECT IDENTIFICATION

- A. No project sign may be erected without the express written approval of the City.

1.6 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and/or demolition. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Provide interchangeable components of the same manufacture for components being replaced.

1.7 SUBSTITUTIONS

- A. City will consider requests for Substitutions only if submitted at least 10 days prior to scheduled installation.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

1.8 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

1.9 TEMPORARY UTILITIES

- A. Contractor shall pay for new wiring, piping, ductwork, equipment, and labor to provide required temporary utilities.
- B. Provide and maintain temporary lighting and power outlets for demolition operations, branch wiring, distribution boxes, and flexible power cords as required. Permanent building lighting may be utilized during demolition.

1.10 SECURITY AND PROTECTION OF WORK SITE

- A. Provide barriers to prevent unauthorized entry to demolition areas and protect Work and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.11 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, and prior to Final Application for Payment review.
- B. Clean and repair damage caused by demolition or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.13 CONTRACT CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.14 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean debris from site.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

C. SPECIAL PROVISIONS - LABOR RATES FOR PUBLIC WORKS PROJECTS

Contractor shall pay wage rates that prevail in the locality in which the Work is to be done. Wage rates may be obtained from the Associated General Contractors of America for general building construction. The Contractor shall not pay less than the wage rates shown for each craft or type of "Laborer", "Workman", or "Mechanic" employed on the project.

Contractor shall be paying employee the Davis Bacon wage rates.

END OF CONTRACT PROVISIONS

GENERAL INFORMATION REQUIRED FROM ALL BIDDERS

The undersigned agrees, if this bid is accepted, to furnish all items/materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be thirty (30) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

Date: _____

COMPANY NAME: _____

AUTHORIZED
REPRESENTATIVE: _____

TITLE: _____

ADDRESS:

CITY, STATE, ZIP: _____

TELEPHONE NO: _____ FAX NO. _____

AFFIDAVIT AND WAIVER OF LIEN PRIME CONTRACTOR

STATE OF _____

COUNTY OF _____

Personally, appeared before me, the undersigned Notary Public for said County and State
_____(Name of Individual),
_____(Title) of _____ (Prime Contractor), who being duly sworn by me states on oath that all product suppliers and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of _____ (Type of Contract) Contract for the construction of improvements at _____ (Name of Project), have been paid in full and that the above named Prime Contractor waives any claims and released _____ (Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above-named Prime Contractor agrees to indemnify the Owner and save him harmless on account of any loss he may sustain in reliance upon this Affidavit and Waiver of Lien including the amount of any lien he may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

(Prime Contractor) _____

By: _____
Type/Print Name

Title: _____

Date: _____

Sworn to and subscribed before me
this the ____ day of _____, 2023

.

Notary Public

My Commission Expires: _____

**RELEASE AND WAIVER OF CLAIMS BY SUBCONTRACTORS
AND PRODUCT VENDORS**

STATE OF _____

COUNTY OF _____

Personally appeared before me the undersigned authority in and for said County and State (Name of Individual), _____ (Title) of _____ (Company), who, being duly sworn by me states on oath that all bills for labor and products, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance and other liability have been paid in full, or that funds are in hand to discharge such liabilities when due, incurred in the performance of its Subcontract for furnishing labor or products in the construction of improvements at _____ (Name of Project), (Location), upon receipt of check in the amount \$ _____, the undersigned company waives any claims and releases _____ (Owner) _____ (Contractor) from any rights or claims for debts due and owing by virtue of the furnishing of any labor or products and any lien therefore.

(Name of Company) _____

By: _____
Type/Print Name

Title: _____

Date: _____

Sworn to and subscribed before me
this _____ day of _____, 2023

.

Notary Public

My Commission Expires: _____



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-25

Proposal Sheet

PROJECT: WESLACO PAVEMENT MARKINGS IMPROVEMENTS

AT

VARIOUS LOCATIONS

RFB #2022-23-25

COUNTY: HIDALGO

ITEM- CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
500	6001	MOBILIZATION DOLLARS and CENTS	LS	1.000	
502	6001	BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	1.000	
644	6001	INS SM RD SN SUP & AM TY 10BWG (1) SA(9) DOLLARS and CENTS	EA	20.000	
644	6068	RELOCATE SM RD SN SUP&AM TY 10BWG DOLLARS and CENTS	EA	10.000	
644	6076	REMOVE SM RD SN SUP & AM DOLLARS and CENTS	EA	10.000	
666	2003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL) DOLLARS and CENTS	LF	100.000	
666	2012	REFL PAV MRK TY I (W)4"(SLD)(100MIL) DOLLARS and CENTS	LF	100.000	
666	6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL) DOLLARS and CENTS	LF	100.000	
666	6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL) DOLLARS and CENTS	LF	1000.000	
666	6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL) DOLLARS and CENTS	LF	100.000	



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-25

ITEM-CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL) DOLLARS and CENTS	LF	1000.000	
666	6093	REFL PAV MRK TY I (W)(RR XING)(100MIL) DOLLARS and CENTS	EA	10.000	
666	6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL) DOLLARS and CENTS	EA	100.000	
666	6105	REFL PAV MRK TY I (W)(BIKE ARW)(100MIL) DOLLARS and CENTS	EA	20.000	
666	6111	REFL PAV MRK TY I(W)(BIKE SYML)(100MIL) DOLLARS and CENTS	EA	20.000	
666	2105	REFL PAV MRK TY I (Y) 4" (BRKN) (100MIL) DOLLARS and CENTS	LF	10.000	
666	6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL) DOLLARS and CENTS	LF	10.000	
666	6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL) DOLLARS and CENTS	LF	10.000	
666	6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL) DOLLARS and CENTS	LF	10.000	
666	6147	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL) DOLLARS and CENTS	LF	10.000	
668	6077	PREFAB PAV MRK TY C (W) (ARROW) DOLLARS and CENTS	EA	10.000	
668	6078	PREFAB PAV MRK TY C (W) (DBL ARROW) DOLLARS and CENTS	EA	20.000	



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-25

ITEM- CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				
668	6083	PREFAB PAV MRK TY C (W) (LNDP ARROW) DOLLARS and CENTS	EA	10.000	
668	6085	PREFAB PAV MRK TY C (W) (WORD) DOLLARS and CENTS	EA	20.000	
668	6095	PREFAB PAV MRK TY C (W)(BIKE RR XING) DOLLARS and CENTS	EA	10.000	
672	6006	REFL PAV MRKR TY I-A DOLLARS and CENTS	EA	10.000	
672	6007	REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	100.000	
672	6008	REFL PAV MRKR TY I-R DOLLARS and CENTS	EA	20.000	
672	6009	REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	20.000	
672	6010	REFL PAV MRKR TY II-C-R DOLLARS and CENTS	EA	20.000	
677	6001	ELIM EXT PAV MRK & MRKS (4") DOLLARS and CENTS	LF	1,000.000	
677	6005	ELIM EXT PAV MRK & MRKS (12") DOLLARS and CENTS	LF	1000.000	
677	6007	ELIM EXT PAV MRK & MRKS (24") DOLLARS CENTS and	LF	1000.000	



WESLACO PAVEMENT MARKING IMPROVEMENTS

RFB 2022-23-25

ITEM- CODE		UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QTY	TOTAL
ITEM NO	DESC CODE				

GRAND TOTAL

Words

Figures

BY:

Signature

Date

COMPANY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2024

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 have ADDITIONAL INSURED provisions or 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 Ins Agency, Inc Valley Ins Providers&/orTruckers Ins PO Box 3783 McAllen TX 78502-	CONTACT NAME: COMMERCIAL DEPARTMENT	
	PHONE (A/C, No, Ext): (956)685-1937 FAX (A/C, No): (956)702-7556	
INSURED PAVEMENT MARKINGS INC. & J.F.R.G.V. LTD 7010 N FM 493 Donna TX 78537-	E-MAIL ADDRESS: INFOCL@VIP-INS.NET	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Evanston Insurance Co.	35378
	INSURER B: Hanover Insurance Company	
	INSURER C: Texas Mutual Insurance Co	22945
	INSURER D: Travelers Property Casualty 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	L1D-J293211-01	01/22/2024	01/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY	X	X	BA-1N294071-24	06/16/2024	06/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED: RETENTION \$			XOBW9911124	01/22/2024	01/22/2025	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	0012522501-24	06/15/2024	06/15/2025	☒ PER STATUTE ☐ 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

AI 130470

CITY OF WESLACO
255 S. KANSAS AVE
WESLACO

TX 78596-

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

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Standardized Agenda Request Form

Date of Meeting: October 21, 2024		Agenda Item No. (to be assigned by CSO): 2024-1012	
From: David Arce			
Subject: Discussion and consideration to enter into an agreement with the developer of Chelsea Park Subdivision for road improvements on a section of West 10th Street and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Developer is completing the paving in his subdivision, approximately 170 feet of asphalt of the existing road before entering the subdivision is in need of an overlay. His request is for the city to pay for 2 loads of asphalt (approximately 50 tons @ \$86/ton = \$4300). Developer is also removing the current curb and widening street about 3 feet as agreed in previous city meetings.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo Pavement Improvements Chelsea Park, draft Agreement for asphalt overlay Trinity			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3

Martin Garza, City Manager

Date: October 21, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: PAVEMENT IMPROVEMENT CHELSEA PARK

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Developer is completing the paving in his subdivision Chelsea Park on 10th and Border Ave, approximately 170 feet of asphalt of the existing road before entering the subdivision is in need of an overlay. His request is for the city to pay for 2 loads of asphalt (approximately 50 tons @ \$86/ton = \$4300).

Developer is also removing the current curb on the northside of the road and widening street about 3 feet as agreed in previous city meetings.

Staff Recommends Approval.

Agreement for Asphalt Paving Services
Between
The City of Weslaco ("City")
And
LF Trinity Group ("Developer")

This Agreement ("Agreement") is made and entered into on this ____ day of _____, 2023, by and between the City of Weslaco, a municipality organized under the laws of the State of Texas, and LF Trinity Group, a Texas corporation.

WHEREAS:

1. The Developer is undertaking a property development known as Chelsea Park located at 10th and Border Ave in the City of Weslaco.
2. As part of this development, the Developer is required to remove the current curb on the north side of the road and widen the street by approximately three (3) feet, as agreed upon in previous city meetings.
3. An existing 170-foot section of asphalt road before entering the subdivision is in need of an overlay.
4. The Developer has offered to overlay this additional section at no charge for labor and equipment, provided the City pays for the asphalt material required.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Scope of Work

1.1 The Developer agrees to overlay approximately 170 feet of the existing road before entering the Chelsea Park subdivision.

1.2 The Developer will provide all necessary labor, equipment, and expertise to perform the overlay work.

2. Payment

2.1 The City agrees to pay for the asphalt material required for the overlay, estimated at two (2) loads of asphalt (approximately 50 tons) at a rate of \$86 per ton, totaling \$4,300.

2.2 Payment shall be made to the asphalt supplier or as otherwise agreed upon by the parties.

3. Compliance with Laws

3.1 The Developer shall perform all work in compliance with all applicable federal, state, and local laws, ordinances, regulations, and codes.

4. Indemnification

4.1 The Developer agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense is caused in whole or in part by any negligent act or omission of the Developer, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

5. Repair and Replacement

5.1 In the event that the Developer damages any property, utilities, or infrastructure while performing the work, the Developer shall promptly repair or replace the damaged items to the satisfaction of the City at the Developer's sole cost and expense.

6. No Waiver of Governmental Immunity

6.1 Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity. The City retains all immunities and defenses provided by law.

7. Independent Contractor

7.1 The Developer shall perform the work as an independent contractor and not as an agent or employee of the City.

8. Assignment

8.1 This Agreement shall not be assigned by either party without the prior written consent of the other party.

9. Entire Agreement

9.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

10. Amendments

10.1 This Agreement may be amended only by written instrument signed by both the City and the Developer.

11. Governing Law

11.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal action shall be in Hidalgo County, Texas.

12. Notices

12.1 Any notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective parties at the addresses set forth below or such other address as the receiving party may designate in writing:

- **City:**
City of Weslaco
Attn: Martin Garza, City Manager
255 S. Kansas Ave.
Weslaco, TX 78596
- **Developer:**
LF Trinity Group
Attn: Leo Munoz
[Address]
[City], TX [ZIP Code]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF WESLACO

By: _____ Date: _____
Adrian Gonzalez
Mayor

Attest:

By: _____
Norma A. Cantu
City Secretary

Approved as to Form:

By: _____
Benjamin Castillo
Interim City Attorney

LF TRINITY GROUP

By: _____ Date: _____
Leo Munoz