



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 22, 2019**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Special Meeting in the Legislative Chambers Room located at 255 South Kansas Avenue on Tuesday, January 22, 2019 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.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Pledge of Allegiance.
- C. Roll Call.

II. NEW BUSINESS

- A. Ratification of Change Order #1 from Maguire Iron Inc. for Rehab repairs to the Water Tower Project located at 8th St. & Bridge Ave. in the amount of \$24,995.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works) Attachment
- B. Discussion and consideration to award contract for additional services through Buyboard vendor #504-16 to Maguire Iron Inc. for Rehab of the Water Tower Project located at 8th St. & Bridge Ave. in an amount not to exceed \$121,000 and authorize an additional 45 days for project completion and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works) Attachment

III. EXECUTIVE SESSION

- A. Personnel – Interview of City Secretary applicants as authorized by §551.074 of the Texas Government Code.

IV. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

V. 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 January, 2019 at 4:00 p.m. 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/ Adelaida Vega, Interim City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary's Office at (956) 968-3181, Ext. 3100 prior to the meeting date.

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: January 22, 2019		Agenda Item No. (to be assigned by CSO): 2019-1922	
From:			
Subject: Ratification of Change Order #1 from Maguire Iron Inc. for Rehab repairs to the Water Tower Project located at 8th St. & Bridge Ave. in the amount of \$24,995.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works)			
Background:			
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):			
Aida Vega		Created/Initiated	
Olga Garza		Approved	
Pete Garcia		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo for Change Order, DSCF0032-min, DSCF0052-min, DSCF0053, DSCF0057-min, Change Order #1			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

DATE: January 16, 2019

TO: Mike R. Perez, City Manager

FROM: Marcelo Cosme, Water/Wastewater Superintendent

SUBJECT: Change order request

Mr. Perez, I would like to request your authorization to proceed with a change order for the work being done at the Bridge Water Tower due to new findings on structure integrity which pose a safety concern for inspectors and city staff. The work will consist of replacing the catwalk and railing system on the tower. The original proposal cost was \$42,000 to do the job I was able to negotiate to cost not to exceed \$26,000 which is \$500 below the 25% limit. I have included the original proposal and pictures for your review.

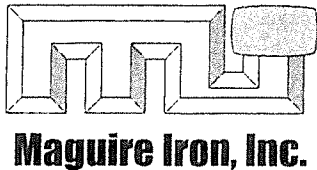
Upon your approval I will notify the contractor to proceed and put this item on the next meeting agenda for commission approval.











PO Box 1446
Sioux Falls, SD 57101
Phone (605) 334-9749
Fax (605) 334-9752

WATER TOWER SPECIALISTS
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CONTRACT

This contract made and entered into this 17th day of January, 2019 by and between the City of Westaco hereinafter called the "Owner" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" for and in consideration of the mutual covenants and promises hereinafter contained.

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Change Order #1 / 500 MG Elevated Water Storage Tank, Bridge Ave

1. Contractor agrees to repair the catwalk and railing, and add 8 balcony gussets at a Time and Material rate of \$525.00 per hour.
 - a. Raise rail to 42" per TCEQ/OSHA/AWWA Standards.
 - b. Replace uprights.
 - c. Install a mid-rail, per TCEQ.
2. This change order will not exceed \$24,995.00.
3. This change will add seven (7) working days to the contract.

Not to exceed \$24,995.00.00 per this change order

Owner is responsible for disposal or salvage of all remaining material to include spent blast media, paint containers, and other job site related material.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ as above plus applicable sales and/or use tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing. A service charge of 1 1/2% per month (annual rate of 18%) will be charged on past due accounts.

Maguire Iron, Inc. reserves the right to impose fuel or other surcharges in effect at the time of project performance. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. If there is any sandblasting involved in the work, Owner will be responsible for collection and disposal of any and all blast media.

Maguire Iron, Inc. will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.

HAZARDOUS MATERIAL DISCLAIMER: In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.

Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.

Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner [Signature]

By [Signature] City Manager
www.Superintendent (Title)

By _____ (Title)

Date Accepted: 18 Jan 2019

Upon acceptance, please provide two (2) signatures and date the agreement.

MAGUIRE IRON, INC.

By [Signature] 18 Jan 2019
(Authorized Agent) (Date)



Standardized Agenda Request Form

Date of Meeting: January 22, 2019		Agenda Item No. (to be assigned by CSO): 2019-1923	
From:			
Subject: Discussion and consideration to award contract for additional services through Buyboard vendor #504-16 to Maguire Iron Inc. for Rehab of the Water Tower Project located at 8th St. & Bridge Ave. in an amount not to exceed \$121,000 and authorize an additional 45 days for project completion and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works)			
Background:			
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):			
Aida Vega		Created/Initiated	
Olga Garza		Approved	
Pete Garcia		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Watertower Additional Work Memo, DSCF0079-min, DSCF0070-min, DSCF0072-min, DSCF0074-min, Maguire Iron Inc			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Greg Kerr, Mayor Pro-Tem, District 2
Leo Muñoz, Commissioner, District 1
Jose "J.P." Rodriguez, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

INTERNAL MEMO PUBLIC WORKS DEPARTMENT

DATE: January 17, 2019

TO: Mike R. Perez, City Manager

FROM: Marcelo Cosme, Water/Wastewater Superintendent

SUBJECT: Additional work at Bridge Water Tower

Mr. Perez, I would like to request the City's approval for additional work needed to properly complete the repairs on the bridge water tower. The work will consist of repairing and recoating the interior of the tower I have sent pictures of the condition of the tank and they provide visual confirmation that the tank is in poor condition. The cost for these repairs will be \$113,500 in addition to this work the cat walk will need additional support underneath that will be at a cost of \$7,200 bringing the total cost to \$120,000 for the for the tower to be complete.

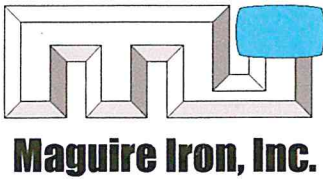
I have attached the contract for the approval of the additional work please advise as for the city's decision.











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Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" for and in consideration of the mutual covenants and promises hereinafter
contained.

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as
Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

Interior Paint/Repair / 500 MG Water Sphere / Elevated Water Storage Tank

1. Abrasive blast all interior surfaces to an SSPC-SP 10 Near White Blast Cleaning
2. Apply full coat of Zinc Primer to all interior surfaces
3. Stripe coat all weld seams, edges, and angular surfaces with 10% thinned NSF approved epoxy
4. Roll full coat of NSF approved Epoxy to the belly, bottom cone, and riser
5. Apply surface filler to badly pitted areas-6 gallons.
6. Apply full coat of Hi-Build Epoxy @ 10.0-14.0 DFT to all interior areas
7. Install 12 catwalk gussets to stabilize catwalk.

Total sum of service:

Cost to replace interior coating system... \$113,500.00

Cost of Catwalk Gussets.....\$7,200.00

We would require an additional 45 days added to the existing contract to complete this work.

Owner is responsible for disposal or salvage of all remaining material to include spent blast media, paint containers, and other job site related material.

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ _____ as above plus applicable sales and/or use
tax shall become due and payable in full.

Terms: Net 30 days from acceptance and invoicing. A service charge of 1 ½% per month (annual rate of 18%) will be charged on past due accounts.

Maguire Iron, Inc. reserves the right to impose fuel or other surcharges in effect at the time of project performance. During any exterior painting, Owner shall assist in removing any
vehicles in the area which might receive paint damage. If there is any sandblasting involved in the work, Owner will be responsible for collection and disposal of any and all blast media.

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be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner.

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Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.

Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party
hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State.

Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the
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Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly. **This is included in the contract amount.**

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized
agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner _____

By _____ (Title)

By _____ (Title)

Date Accepted: _____

Upon acceptance, please provide two (2) signatures and date the agreement.

MAGUIRE IRON, INC.

By _____ (Authorized Agent)

(Date)

Maguire Iron, Inc Buyboard #504-16
City of Weslaco Buyboard #

