



NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
SPECIAL MEETING
AUGUST 20, 2020
6:00 P.M.

NOTICE is hereby given of a SPECIAL MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on AUGUST 20, 2020 at 6:00 P.M via Zoom Teleconference Meeting ONLY by logging on at <https://us02web.zoom.us/j/88430827294> Meeting ID: 884 3082 7294

This Notice and Meeting Agenda, are posted online at: www.ranchoviejotexas.com. The Agenda packet will also be posted online no less than 24 hours before the meeting.

The members of the public wishing to participate in the meeting hosted through Zoom Teleconference may do so toll-free by logging on at <https://us02web.zoom.us/j/88430827294> Meeting ID: 884 3082 7294 or by calling in to one of the following numbers (charges may apply):

One tap mobile
+13462487799,,88430827294# US (Houston)
+12532158782,,88430827294# US (Tacoma)

Dial by your location
+1 346 248 7799 US (Houston)
+1 253 215 8782 US (Tacoma)
+1 669 900 6833 US (San Jose)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
Meeting ID: 884 3082 7294

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Consideration/Action Regarding Proposal from Pederson Construction for Street Repair of North and South Entrances at the Bend Subdivision in Rancho Viejo, Texas
5. Executive Session: Pursuant to Texas Government Code section 551.071(2) to discuss the Town's rights and obligations with regard to Agenda Item 4
6. Possible Action Discussed in Executive Session
7. Adjourn

Fred Blanco, Town Administrator



State of Texas
County of Cameron
Town of Rancho Viejo

I, the undersigned authority, do hereby certify that the above NOTICE OF BUDGET WORKSHOP of the Board of Aldermen of the Town of Rancho Viejo, Texas is a true and correct copy of said NOTICE, which has been posted on the Window of the Town of Rancho Viejo Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, a place convenient and readily accessible to the General Public, on August 17, 2020 at 5:30 P.M. and which will be continuously posted for a period of seventy-two (72) hours prior to the date and time said meeting was convened.

ATTEST:

Fred Blanco, Town Administrator

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between The Town of Rancho Viejo ("Owner") and
Pederson Construction ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Repair of North Entrance at The Bend Subdivision in Rancho Viejo.**

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Repair of North Entrance at The Bend Subdivision in Rancho Viejo.**

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by **Ambiotec Civil Engineering Group.**

3.02 The Owner has retained **Ambiotec Civil Engineering Group** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 The Work will be substantially completed within 30 days after the date when the contract times commence to run.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
- A. Contractor shall submit Applications for Payment upon completion of the work. Applications for Payment will be Processed by Engineer.
- 6.02 Final Payment
- Upon final completion and acceptance of the Work, Final payment will be granted.

ARTICLE 7 – MISCELLANEOUS

- 7.01 Terms
- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- 7.02 Assignment of Contract
- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Document.

7.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.04 A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 7.05

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

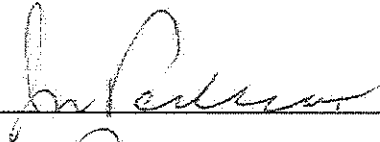
The Town of Rancho Viejo

Pederson Construction

By: Cyndie Rathbun

By: Jon Pederson

Attest: _____

Attest: 

Title: _____

Title: President

Pederson Construction

To: *The Bend at rancho viejo*

DATE *07/14/20*

Ref: **Entrance repair**

To: Karla Saldivar

NO	DESCRIPTION	QTY	UNT	PRICE	AMOUNT
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As per your request, we submit the following

North entrance

1	Mobilization	1.00	ls	\$ 1,000.00	\$ 1,000.00
2	Demolition of brick entrance and disposal	70.00	sy	\$ 15.00	\$ 1,050.00
3	2" Hot mix 228lbs/sy	70.00	sy	\$ 17.00	\$ 1,190.00
4	8" limestone	70.00	sy	\$ 16.00	\$ 1,120.00
5	8" lime sub grade	70.00	sy	\$ 11.00	\$ 770.00
6	excavation	70.00	sy	\$ 15.00	\$ 1,050.00
					\$ 6,180.00

SUB TOTAL	\$ 6,180.00
TAX	\$ -
TOTAL	\$ 6,180.00

Above line items are subject to all applicable taxes. All invoices payable in Cameron County.
 Pederson Construction will furnish all materials, labor and equipment necessary to install the items shown above according to standards in plans and specifications. Any deviation or changes will require written change order.

Leonel Gonzalez *7-14-20*
 Estimated by, Leonel Gonzalez Date

 Approved By: Date

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OWNER:

CONTRACTOR:

The Town of Rancho Viejo

Pederson Construction

By: Cyndie Rathbun

By: Jon Pederson

Attest: _____

Attest: 

Title: _____

Title: President

Pederson Construction

To: *The Bend at rancho viejo*

DATE 07/14/20

Ref: Entrance repair

To: Karla Saldivar

NO	DESCRIPTION	QTY	UNT	PRICE	AMOUNT
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As per your request, we submit the following

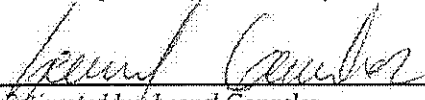
South entrance

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5	8" lime sub grade	660.00	sy	\$ 11.00	\$ 7,260.00
6	excavation	660.00	sy	\$ 15.00	\$ 9,900.00
					\$ 49,840.00

SUB TOTAL	\$ 49,840.00
TAX	\$ -
TOTAL	\$ 49,840.00

Above line items are subject to all applicable taxes. All invoices payable in Cameron County.

Pederson Construction will furnish all materials, labor and equipment necessary to install the items shown above according to standards in plans and specifications. Any deviation or changes will require written change order.


7-14-20

Estimated by: Leonel Gonzalez
Date

Approved By:
Date