



REQUEST FOR BIDS

RFB NO. 2025-02-20

STRIPING OF CITY OWNED ROADS

**CITY OF ALAMO
REQUEST FOR BIDS
RFB#2025-02-20**

The City of Alamo is soliciting sealed Request for Bids; hereinafter referred to as RFB's to be received by Robert L. Salinas, City Manager, at 420 N. Tower Rd., Alamo, Texas 78516. City of Alamo normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFB'S will be received until **3:00 p.m. Central Time**, on **Thursday, February 27, 2025**, shortly thereafter all submitted RFB'S will be gathered and taken to the City's Conference Room, to be publicly opened and read aloud. Any RFB received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFB submitted shall have sufficient time to be received by the City prior to the RFB opening date and time. The receiving time at the City Hall Front Desk will be the governing time for acceptability of the RFB's. RFB's will not be accepted by telephone or facsimile machine. All RFB'S must bear original signatures and figures. The RFB shall be for:

**RFB# 2025-02-20
STRIPING OF CITY OWNED ROADS**

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR BIDS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Alamo web site address: www.alamotexas.org, or may obtain copies of same by contacting the office of: ADELA PEREZ, PURCHASING AGENT, LOCATED AT 420 N. TOWER RD., ALAMO, TX 78516 by calling (956) 787-0006 or by e-mailing your request to aperez@alamotexas.org.

Hand Delivered, Land Courier, or Mailed RFB'S:

City of Alamo
C/O Adela Perez, Purchasing Agent
420 N. Tower Rd.
Alamo, TX 78516

VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit a bid for Striping of City Owned Roads with the City of Alamo as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **February 27, 2025**, so that you may receive any addendums to the specifications should the need arise.

Adela Perez
Purchasing Agent
City of Alamo
Purchasing Department
420 N. Tower Rd.
Alamo, Texas 78516
Phone: (956) 787-0006, ext. 141
Fax: (956) 283-8855

Name: _____	Signature: _____
Title: _____	Company/Agency: _____
Mailing Address: _____	City/State/Zip: _____
Phone: _____	Fax: _____
Email: _____	

INSTRUCTIONS TO BIDDERS

PROJECT DESCRIPTION

The City of Alamo 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. Contractor shall use high performance thermoplastic traffic paint for all roadways listed below. The City may add additional streets on a work order basis for pavement marking improvements. Such roadways 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

Bid Opening

Topic: **BID OPENING**: RFB NO.: 2025-02-20 PAVEMENT MARKING IMPROVEMENTS AT VARIOUS LOCATIONS

Time: **Feb 27, 2025 @ 3:00 PM** Central Time (US and Canada)

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.

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 ALAMO 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 Alamo.

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.

AGREEMENT

A. AGREEMENT

This Agreement is made between:

the Owner: The City of Alamo
420 N. Tower Road
Alamo, Texas 78516

and the Contractor: _____

for the following Project: Alamo 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 Alamo 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). 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.

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' nonperformance 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 Alamo, 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 Alamo 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 Alamo 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

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.

L. 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 changes 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: Robert L. Salinas, City Manager
420 N. Tower Road
Alamo, TX 78516

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 ALAMO.

EXECUTED THIS _____ DAY OF _____, 2025.

OWNER: _____ CONTRACTOR: _____
(Signature) (Signature)

Print Name: _____ Print Name: _____

APPROVED AS TO FORM:

(Signature)

Print Name: _____
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.

1.5 BASIC REQUIREMENTS

Contractor shall use high performance thermoplastic traffic paint for all roadways in the list below.

1.6 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.

1.7 APPLICATIONS FOR PAYMENT

- A. Submit an invoice to the City of Alamo on contractor's standard form. Utilize Schedule of Values for listing items in Application for Payment.
- B. Payment Period: Monthly.

1.8 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.

1.9 PROJECT IDENTIFICATION

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

1.10 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.

1.11 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.

1.12 EXAMINATION

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

1.13 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.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

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. _____

**ALAMO PAVEMENT MARKING IMPROVEMENTS
RFB 2025-02-20**

Proposal Sheet

**PROJECT: ALAMO PAVEMENT MARKINGS IMPROVEMENTS AT
VARIOUS LOCATIONS RFB #2025-02-20
COUNTY: HIDALGO**

STREET NAME	FROM	TO
Ridge Rd.	Tower Rd.	Cesar Chavez
Nebraska Rd.	Tower Rd.	Cesar Chavez
Crockett St.	Alamo Rd.	Cesar Chavez
Tower Rd.	Business 83	Moore Rd.
Tower Rd.	Expressway 83	FM 495
Duranta Rd.	Cesar Chavez	Castle Palm Dr.
Sioux Rd.	Alamo Rd.	City Limits

Contractor shall use high performance thermoplastic traffic paint for all listed roadway projects.

GRAND TOTAL
\$ _____

BY:

Signature

Date

COMPANY NAME
